

基石投资协议

2026 年 4 月 23 日

可孚医疗科技股份有限公司

及

蓝思科技（香港）有限公司

及

华泰金融控股（香港）有限公司

及

法国巴黎证券（亚洲）有限公司

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本协议（本“协议”）于 2026 年 4 月 23 日订立

订约方：

- (1) 可孚医疗科技股份有限公司，一家根据中国法律注册成立并于深圳证券交易所上市的有限公司（证券代码：301087.SZ），注册办事处位于中国湖南省长沙市雨花区振华路 816 号（“本公司”）；
- (2) 蓝思科技（香港）有限公司，一家于中国香港注册成立的公司，其注册办事处位于香港湾仔告士打道 160 号海外信托银行大厦 10 楼（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 3 类（杠杆式外汇交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动化交易服务）及第 9 类（提供资产管理）受规管活动的法团（中央编号：AOK809），其主要经营地点为香港中环皇后大道中 99 号中环中心 62 楼（“华泰”）；及
- (4) 法国巴黎证券（亚洲）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动的法团（中央编号：AAF669），其主要经营地点位于香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼（“BNP”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）将其 H 股（定义见下文）于联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司进行的公开发售，以供香港公众人士认购初步 2,700,000 股 H 股（可予重新分配）（“香港公开发售”）；及
 - (ii) 有条件配售本公司发售的初步 24,300,000 股 H 股（可予重新分配），其中依据《证券法》（定义见下文）S 规例在美国境外向投资者配售（“国际发售”）。
 - (iii) 华泰及 BNP 担任全球发售的联席保荐人及整体协调人。
- (B) 投资者有意根据本协议所载条款及条件并在该等条款及条件的规限下，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及序言）中，除文义另有所指外，下列各词语及表达具有以下涵义：

“**联属人士**”除文义另有所指外，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或促使指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(g)条所赋予的涵义；

“**联系人 / 紧密联系人**”具有《上市规则》赋予该词的涵义，复数形式的“**联系人 / 紧密联系人**”须据此解释；

“**经纪佣金**”指按《上市规则》的《费用规则》第 7(1)段规定以 1%的总投资金额计算的经纪佣金；

“**营业日**”指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议的条款及条件认购投资者股份的交割；

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

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

“**关连人士 / 核心关连人士**”除文义另有所指外，具有《上市规则》赋予该词的涵义，复数形式的“**关连人士 / 核心关连人士**”须据此解释；

“**关联关系**”具有中国证监会备案规则赋予该词及诠释的涵义；

“**《合约（第三者权利）条例》**”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第 623 章）；

“**控股股东**”具有《上市规则》赋予该词的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会，一家负责监督及规管中国国家证券市场的监管机构；

“**中国证监会备案**”指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告），就全球发售或相关事宜向中国证监会作出或将会作出的任何函件、备案、信函、通信、文件、回复、承诺及提呈文件，包括其任何修订、补充及 / 或修改；

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

“**处置**”就任何相关股份而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何产权负担或同意设立任何产权负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)及(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)及(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)及(iii)段所述的任何前述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的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**经济制裁法**”指由美国财政部海外资产控制办公室(OFAC)、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁主管机关所实施的任何经济或金融制裁；

“**FINI**”具有《上市规则》赋予该词的涵义；

“**全球发售**”具有序言(A)所赋予的涵义；

“**政府部门**”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、权力机构或机构，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）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序言(A)所赋予的涵义；

“**H 股**”指本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；

“**获弥偿方**”具有第6.5 条所赋予的涵义，及按文义所指，单数形式的“**获弥偿方**”指他们中的任何一名获弥偿方；

“**国际发售**”具有序言(A)所赋予的涵义；

“**国际发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款及条件认购的 H 股数目，其根据附表一进行计算，并由本公司及整体协调人厘定；

“**联席保荐人**”具有序言(B)所赋予的涵义，及按文义所指，单数形式的“**联席保荐人**”指任何一名联席保荐人；

“**法律**”指所有相关司法管辖区的任何政府部门（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、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”在各种情况下指总投资金额的0.0027%证监会交易征费（或上市日期当时的交易征费）、0.00565%联交所交易费（或上市日期当时的交易费）及 0.00015%会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

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

“《上市规则》”指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指南和其他规定；

“禁售期”具有第 5.1 条所赋予的涵义；

“发售价”指根据全球发售提呈发售或出售 H 股的每股 H 股最终港元价格（不包括经纪佣金和征费）；

“整体协调人”指华泰及 BNP，即联席保荐人兼整体协调人，不包括富途证券国际（香港）有限公司，即华泰及 BNP 以外的整体协调人，及按文义所指，单数形式的“整体协调人”指任何一名整体协调人；

“各方”指本协议指明的各方；及按文义所指，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

“自营投资基准”指投资者为其自身利益及投资目的而作出的投资，而非作为任何第三方的代理人行事，无论该投资是否为该投资者的任何股东或基金投资者的利益而作出；

“招股章程”指本公司就香港公开发售将在香港刊发的最终招股章程；

“公开文件”指本公司就国际发售刊发的初步发售通函和国际发售通函、就香港公开发售将在香港刊发的招股章程及本公司就全球发售可能刊发的其他文件和公告（均经不时修订或补充）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所赋予的涵义；

“相关股份”指投资者或投资者的全资附属公司根据本协议第 2.2 条认购的投资者股份（如有），以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而自投资者股份产生的本公司任何股份或其他证券或权益；

“人民币”指人民币，为中国的法定货币；

“**受制裁人士**”指任何身为受制裁人士或由受制裁人士拥有 50%或以上权益或由受制裁人士控制的个人、组织或载体，且符合以下任何情形：

- (a) 被列入 OFAC 及美国国务院管理的清单（包括但不限于“特别指定国民及被封锁人员”），或根据联合国或任何其他国家经济制裁法所发布的任何针对性人员清单；
- (b) 属于受制裁地区的政府或其组成部分；
- (c) 由前述任何人士拥有、控制或代表其行事；
- (d) 位于受制裁地区、于该地区成立、以该地区为居留地或自该地区开展业务；或
- (e) 根据任何经济制裁法遭受其他形式的制裁；

“**受制裁地区**”指任何根据经济制裁法遭受全面出口、进口、金融或投资禁运的国家或其他地区，截至本协议日期，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、北韩及叙利亚；

“**《证券法》**”指经不时修订、补充或以其他方式修改的《1933 年美国证券法》以及据此颁布的规则和条例；

“**证监会**”指香港证券及期货事务监察委员会；

“**《证券及期货条例》**”指经不时修订、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》所赋予的涵义；

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

“**美国**”指美利坚合众国、其领土及属地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》所赋予的涵义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；

- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 凡提述“**条例**”之处均包括任何政府、政府间或超国家机构、机关、部门或任何监管机构、自律机构或其他权力机构或组织所颁布的任何条例、规则、官方指示、意见、通知、通告、命令、要求或指引（不论是否具有法律效力）；
- (h) 除另有指明外，凡提述时间和日期之处均分别提述香港时间和日期；
- (i) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (k) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由双方共同宽免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载条款不得予以宽免，且第 3.1(f)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款及条件的规限下：

- (a) 根据国际发售及作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际包销商的国际代表身份），按发售价认购投资者股份，而本公司将按发售价向投资者发行、配发及配售，以及整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可在不迟于上市日期前五(5)个营业日，向本公司、联席保荐人及整体协调人发出书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者，且(i)现时并非且未来不会成为美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人及整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为其本身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妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出充分且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第 2.2 条下的义务构成直接、主要和无条件的义务，须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，并应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中须解释为包括该全资附属公司。

2.3 【此条已删除】。

2.4 本公司及整体协调人（为其本身或代表全球发售的包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，有关厘定将为最终定论且对投资者具有约束力。

3. 交割条件

3.1 投资者在本协议下根据第 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，仅以于交割时或之前满足或各方共同宽免下列各项条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及 3.1(e)条所载条件不得予以宽免且第 3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人豁免）为前提：

- (a) 香港公开发售及国际发售的包销协议在不迟于该等包销协议指明的时间和日期订立且已生效并成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（为其本身及代表全球发售的包销商）已议定发售价，且各方已就全球发售签署定价协议；

- (c) 联交所上市委员会已批准 H 股上市及允许（包括投资者股份以及其他适用豁免和批准），且有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，且该接受通知及 / 或备案结果在 H 股开始于联交所买卖前未被驳回、撤回、撤销或作废；
- (e) 任何政府部门未制定或公布任何禁止完成全球发售或本协议下拟进行交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或禁制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认在所有方面均属（截至本协议日期）且将属（截至上市日期）准确、真实及完整且不具有误导性或欺诈性，以及投资者并未严重违反本协议。

3.2 倘各方于本协议日期后第一百八十(180)天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人共同豁免），投资者购买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）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再具有效力，本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将告停止及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期止期间任何违反投资者在本协议项下作出的有关声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，概不保证全球发售将会完成或不会延迟或终止或发售价将在公开文件所列的指示范围之内，若全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成，或发售价不在公开文件所列的指示范围之内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者兹放弃由于全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成或发售价不在公开文件所列的指示范围之内，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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据全球发售及作为全球发售的一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

- 4.2 不论交付投资者股份的时间及方式如何，投资者均须于上市日期或上市日期前至少一个营业日，以即时可用的结算资金，以港元通过电汇方式向整体协调人于上市日期前不迟于一(1)个完整营业日可能书面通知投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 **【此条已删除】**
- 4.4 在根据第 4.2 条就投资者股份作出如期支付的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统，并记入投资者于不迟于上市日期前三(3)个营业日可能书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份户口。
- 4.5 在不影响第4.3 条的前提下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，而投资者股份的支付须按上文第 4.2 条的规定进行，不论投资者股份的交付时间及方式如何。
- 4.6 倘若未在本协议规定的时间内按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自绝对酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告停止及终止（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对其提出的任何索赔）。在任何情况下，投资者均须按税后基准就每名获弥偿方可能因投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费或相关事宜而蒙受或招致的任何损失或损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并维持全额弥偿。
- 4.7 倘未能满足以下各项：(a)《上市规则》第 8.08(3)条的规定，即于上市日期由公众人士持有的 H 股中，三大公众股东实益拥有的百分比不得超过 50%；(b)《上市规则》第 19A.13A 条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第 19A.13C 条的自由流通量规定；或(e)《上市规则》中有关 H 股公众持股量的任何其他规定，则整体协调人及本公司有权全权酌情调整投资者认购的投资者股份数目分配，以符合《上市规则》的规定。
- 4.8 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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表均无须（不论共同或个别）就未能履行或延迟履行其于本协议项下的义务承担责任，且倘因本公司、联席保荐人、整体协调人及其各自的联属人士（视乎情况而定）无法控制的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或区域性紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动爆发或升级、大流行病、疾病或疫情（包括但不限于严重急性呼吸综合征、猪流感或禽流感、H5N1、H1N1、H1N7、H7N9、中东呼吸综合征及 COVID-19 及其相关 / 变异形态）的爆发、升级、变异或加剧、火灾、暴乱、叛乱、内乱、罢工、停工、其他工业行动、电力或其他供应全面故障、飞机碰

撞、技术故障、意外或机械或电气故障、电脑故障或任何资金传输系统失灵、禁运、劳资纠纷以及任何现有或未来法律的变更、任何现有或未来政府行为或类似情况）而无法履行或延迟履行其于本协议项下的义务，则本公司、联席保荐人及整体协调人均有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.3 条的规限下，投资者为其本身及代表其全资附属公司（若投资者股份将由该全资附属公司（如有）持有）向本公司、联席保荐人及整体协调人约定、立约承诺并保证，未经本公司、联席保荐人及整体协调人各自事先书面同意，投资者不会并将促使其联属人士不会于自上市日期（包括该日）起至上市日期后六(6)个月之日（包括该日）止期间（“**禁售期**”）内的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行使的证券或代表接收上述各项的权利的任何证券，或同意、签订协议或公开宣布其签订该等交易的意图；(ii)允许其自身在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；(iv)同意或订约或公开宣布有意进行上述第(i)、(ii)及(iii)条所述的任何交易，于各情况下，须说明上述第(i)、(ii)及(iii)条所述的任何交易是否将通过交付相关股份或可转换、可行使或可交换为相关股份的其他证券以现金或其他方式进行结算。
- 5.2 本公司、联席保荐人及整体协调人确认，于第 5.1 条所订的禁售期届满后，在遵守适用法律规定的前提下，投资者可自由处置任何相关股份，惟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，并须尽一切合理努力确保任何有关处置不会导致 H 股出现混乱或虚假市场，且在其他方面符合所有适用法律的规定。
- 5.3 第 5.1 条的任何内容不得阻止投资者向其任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：
- (a) 在进行该转让前，该全资附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、声明、陈述及保证；
 - (c) 投资者及投资者的有关全资附属公司须被视为有关其所持所有相关股份的投资者，并共同及各别地承担本协议订明的所有责任及义务；
 - (d) 若在禁售期届满前的任何时间，该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公

司须或投资者须促致该附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺将促使该全资附属公司将受投资者在本协议项下的义务约束，包括但不限于本第 5 条对投资者施加的限制，及作出本协议规定的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议订明的所有责任及义务；及

- (e) 该全资附属公司(i)现时并非且未来不会成为美国人士，亦不会为美国人士的账户或利益收购相关股份；(ii)现时且未来位于美国境外；及(iii)根据《证券法》S 规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除取得本公司、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直接及间接所持股份总数占本公司全部已发行股本的百分比于任何时间均须低于本公司全部已发行股本的 10%（或《上市规则》中不时就“主要股东”的定义规定的其他百分比），且于上市日期后 12 个月期间内不会成为本公司核心关连人士（定义见《上市规则》），以及投资者及其紧密联系人（定义见《上市规则》）直接及间接所持股份总数占本公司全部已发行股本的百分比不得导致公众人士（按《上市规则》的定义及联交所的诠释，包括但不限于《上市规则》第 8.08 条）所持本公司证券总数低于《上市规则》规定的百分比或联交所可能不时批准并适用于本公司的其他相关百分比。投资者同意在其知悉任何上述情况时书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意，其乃按自营投资基准持有本公司股本，并应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准持有本公司股本。除非《上市规则》允许或联交所批准，投资者不得，并须促使其控股股东、联系人及其各自的实益拥有人均不得，通过累计投标过程申购或下单购买全球发售的 H 股（投资者股份除外），亦不得申购香港公开发售的 H 股。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表均不得直接及间接与本公司、本公司的控股股东（定义见招股章程）、本集团任何其他成员公司或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第 2.5 及 4.15 章或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发

售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示范围内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并作为展示文件；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，必要时与本公司、联交所、证监会及其他政府部门共享，并会纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人（定义见《上市规则》）披露，且所有该等资料在各方面均属真实、完整及准确，且并无误导成分；
- (d) 投资者承认及同意，本公司、联席保荐人及整体协调人可向政府部门（包括但不限于联交所、证监会及中国证监会）提交有关其购买H股或根据本协议参与配售的资料；且投资者承认及承诺披露及提供通过掉期安排或其提供或管理的其他金融或投资产品投资H股的其他直接或间接投资者的所有必要资料（包括但不限于身份及认购金额）；
- (e) 发售价将完全根据全球发售的条款及条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际包销商的国际代表身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及细则或其他组成或章程文件及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》、《上市规则》第18项应用指引或《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 联席保荐人、整体协调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《上市规则》的相关规定，包括但不限于(a)《上市规则》第8.08(3)条的规定，即于上市日期由公众人士持有的H股中，三大公众股东实益拥有的百分比不得超过50%；(b)《上市规则》第19A.13A条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第19A.13C条的自由流通量规定；

- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (k) 本公司、联席保荐人、整体协调人及彼等各自的任何联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表及参与全球发售的任何其他方概不就收购投资者股份或有关投资者股份的任何交易产生的任何税项、法律、货币、经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为其利益直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或以任何其他司法管辖区任何人士的名义或为其利益而进行，而有关司法管辖区适用法律允许者除外；
- (m) 其明白及同意，仅可(A)根据《证券法》第144条或其项下其他适用豁免于美国境内；或(B)依据《证券法》S规例在美国境外于“离岸交易”（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (n) 其明白，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）、高级人员、雇员、代理、顾问、联系人、合伙人及代表概无就《证券法》项下第144条或任何其他可用豁免是否适用于后续再发售、转售、质押或转让投资者股份作出任何声明；
- (o) 除非第5.3条作出规定，否则若一家附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (p) 投资者在法律许可的最大范围内不可撤销地豁免其可能针对任何联席保荐人、整体协调人、其他包销商及本公司、其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问及代表因本协议和全球发售或就其提起的任何索赔；
- (q) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），且在不对其已订立的任何保密协议造成不利影响的情况下，其：
(i)除严格以按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）披露有关信息仅作评估投资投资

者股份用途，或按法律另行规定进行披露外，不得向任何人士披露该信息，直至有关信息因投资者或其任何获授权接收人过错以外的原因而成为公开信息为止；(ii)尽力确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

- (r) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (s) 在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，本协议整体或单独不构成出售证券的要约；
- (t) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

- (u) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（无论是否由本公司、联席保荐人、整体协调人或其各自的董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士或其他人士），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (v) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (x) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审查或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、合伙人、顾问、代理或代表或参与全球发售的任何其他人士，均不对收购投资者股份或有关交易投资者股份的

任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

- (y) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、代表、联系人及合伙人以及参与全球发售的任何人士并未就将存在投资者股份的公开或活跃市场作出担保；
 - (z) 若全球发售因任何原因延迟、终止或未完成，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）、高级人员、雇员、合伙人、顾问、代理或代表对投资者或其附属公司不承担任何责任；
 - (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数；及(iii)提呈发售的H股的其他调整或重新分配、发售价范围及联交所可能批准且符合适用法律的最终发售价拥有绝对酌情权；
 - (bb) 除本协议及投资者、本公司、联席保荐人及整体协调人订立的保密协议（如有）外，投资者（作为一方）与本公司、本公司任何股东、联席保荐人及 / 或整体协调人（作为另一方）并无订立其他与全球发售有关的协议；
 - (cc) 投资者未因以下原因获得投资者股份，且投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与任何定向销售活动（定义见《证券法》S规例）或任何一般劝诱或一般广告（定义见《证券法》D规例第502(e)条），或以任何方式参与投资者股份的公开发售（定义见《证券法》第4(2)条）；
 - (dd) H股的任何交易均须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》和任何其他适用法律、法规或任何主管证券交易的相关规则对股票交易的限制；
 - (ee) 任何要约、出售、质押或并非根据本协议限制作出的其他转让均不会得到本公司对相关股份的认可；及
 - (ff) 投资者同意于上市日期或根据第4.5条协定的有关其他日期前至少一个营业日，支付总投资金额及相关经纪佣金与征费。
- 6.2 投资者进一步向本公司、联席保荐人及整体协调人各自进一步声明、保证及承诺：
- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并

未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；

- (b) 其合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案等）项下的资料，该等资料不会违反适用于投资者的所有法律，亦不会要求在投资者所在的司法管辖区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有订立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、订立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。截至本协议日期，所有批准均未被撤销，且投资者并不知悉任何可能导致批准失效、撤回或撤销的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者订立及交付本协议，及其履行本协议及认购或收购（视情况而定）投资者股份将不会违反或导致投资者违反：*(i)*投资者各自的组织章程大纲及细则或其他组成或章程文件；或*(ii)*投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式适用于投资者的法律；或*(iii)*对投资者具有约束力的任何协议或其他文书；或*(iv)*对投资者具有司法管辖权的任何政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括在联交所、证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）要求的时限内向其提供或促使或促使直接或间接通过本公司、联席保荐人及 / 或整体协调人提供监管机构所要求的信息（包括但不限于*(i)*投资者及其最终实益拥有人（如有）及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于

他们各自的姓名和注册地点)；(ii)本协议项下拟进行的交易(包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制)；(iii)交易结构(包括任何涉及投资者股份的掉期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拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者)；及/或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系(统称为“**投资者相关信息**”)。投资者进一步授权本公司、联席保荐人、整体协调人或其各自的联属人士、附属公司、董事、监事(如适用)、高级人员、雇员、顾问及代表向监管机构披露任何投资者相关信息及/或于任何公开文件或《上市规则》或适用法律的要求或任何相关监管机构要求的其他公告或文件中披露；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其并非有关本协议下拟进行交易的任何联席保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级人员；
- (m) 其于《证券法》S规例所指“离岸交易”中于美国境外认购投资者股份，且其现时并非且未来不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 根据全球发售认购投资者股份时，投资者已自行评估《有关美国在受关注国投资特定国家安全技术与产品的规定》(“**对外投资规定规则**”)的适用性，并在进行任何有关评估时咨询其自有法律顾问，并仅依赖其法律顾问关于对外投资规定规则适用性的建议。投资者承认，本公司、整体协调人、联席保荐人、全球发售的包销商及其各自的附属公司、联属人士、董事、监事(如适用)、高级人员、雇员、代理、代表、联系人、合伙人及顾问以及参与全球发售的各方均未作出任何陈述，且就对外投资规定规则不承担任何责任；
- (p) 投资者及投资者实益拥有人及/或联系人(i)正为投资者自身利益或投资者实益拥有人及/或联系人的利益认购本公司的投资者股份，且投资者股份的认购来自投资者及/或投资者的实益拥有人及/或联系人；(ii)为独立于本公司或其任何联属人士的第三方；(iii)并非本公司的关连人士(定义见《上市

规则》)或联系人,及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士(定义见《上市规则》),及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事(定义见证监会发布的《公司收购、合并及股份回购守则》);(iv)具有履行本协议项下所有义务的财务能力;(v)并非受(a)本公司的任何核心关连人士(定义见《上市规则》)或(b)本公司、本公司或其任何附属公司的任何董事、监事(如适用)、行政总裁、控股股东、主要股东、现有股东或任何前述人士的紧密联系人(定义见《上市规则》)之一直接或间接融资、提供资金或支持,及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令;及(vi)与公司或其任何股东,除以书面形式向本公司、联席保荐人及整体协调人披露者外,并无任何关联关系;

- (q) 投资者将通过香港结算的FINI系统向联交所和香港结算提供须提交的必要资料,并确保投资者提供的所有此类资料在所有重要方面均属真实、完整及准确,且该等资料将按需要与本公司、联交所、证监会及其他监管机构共享,并将纳入综合承配人名单,并在FINI上向参与全球发售的整体协调人披露;
- (r) 投资者将使用其自有资金认购投资者股份,且其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资;
- (s) 投资者、其实益拥有人及/或联系人均非(i)全球发售的联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、包销商、牵头经纪商或分销商中任何人士的“关连客户”;(ii)本公司任何现有股东的“紧密联系人”;或(iii)代理公司(除非最终实益拥有人的姓名均披露于《上市规则》附录F1《股本证券的配售指引》的1C段)。词语“关连客户”、“牵头经纪商”及“分销商”具有《上市规则》附录F1(《股本证券的配售指引》)所赋予的涵义;
- (t) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者(定义见《上市规则》)管理。词语“**全权管理投资组合**”具有《上市规则》附录F1(《股本证券的配售指引》)所赋予的涵义;
- (u) 投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事(包括前12个月内担任董事的)、监事或现有股东或上述任何职位的提名人士;
- (v) 除先前以书面形式通知联席保荐人及整体协调人外,投资者及其实益拥有人均不属于(a)联交所FINI包销商名单模板所述或由FINI界面或《上市规则》要求披露并与包销商相关的任何包销商类别(“基石投资者”除外);或(b)《上市规则》(包括但不限于第12.08A条)要求须于本公司的分配结果公告识别的任何包销商组别;
- (w) 投资者并未及将不会就分销H股与任何“分销商”(定义见《证券法》)订立任何合约安排,惟与其联属人士订立或经本公司事先书面同意则除外;

- (x) 各投资者及其董事、监事（如适用）、高级人员、雇员或代理均非受制裁人士；
- (y) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第2.5章及4.15章的条文以及证监会颁布的相关指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (z) 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的总持股量（直接及间接）不得导致公众持有的本公司证券总额（具有《上市规则》所界定的含义）低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (aa) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、其附属公司、关连人士、任何联席保荐人或整体协调人或全球发售的包销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (bb) 投资者或其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表与本公司或其控股股东（定义见招股章程）、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）、高级人员、雇员或代理尚未或将不会订立或作出协议或安排（包括与《上市规则》（包括《上市指南》第2.5章及第4.15章或香港监管机构发布的其他书面指引）不符的任何附加函件）；
- (cc) 除依据本协议外及 / 或在符合《上市指南》第2.5章及第4.15章的情况下，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单；
- (dd) 除本协议所规定外，投资者并未就投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺；及
- (ee) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及 / 或联系人并无及不会订立任何与投资者股份相关的掉期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声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构及 / 或本公司、联席保荐人及整体协调人及其各自联属人士提供及 / 或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b) 条条文的条件下，若在本公司、联席保荐人及整体协调人全权视为必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能

就全球发售发布或另行向任何相关监管机构提呈的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人及 / 或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺诈性，且其将立即以书面形式通知有关说明的任何更改，并向本公司、联席保荐人及整体协调人提供意见及更新的信息及 / 或支持文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第 6.1 及 6.2 条所载保证、承诺、声明、协议、确认及承认。投资者承认，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附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺诈性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 经要求后，投资者同意及承诺，投资者对由于投资者或其各自的高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及全球发售的包销商（代表自身或以信托的行事代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称“获弥偿方”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

- (c) 在第5.1条所载付款全额支付及禁售期的规限下，除投资者股份不得由中国的法人或自然人认购或在中国境内的若干合格境内机构投资者、沪港通或深港通下的合格中国投资者以及根据相关中国法律法规或经任何主管部门批准有权持有H股的其他人之间进行交易外，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 本公司、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。
- 7. 终止**
- 7.1 本协议可：
- (a) 根据第3.2条、第4.6条或第4.8条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.3条转让投资者股份）于全球发售交割或之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或各联席保荐人及整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。
- 7.2 在不影响第 7.3 条的情况下，倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外）及各方于本协议下的权利及责任（除下文第 11 及 12 条所载权利外）须终止，且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。
- 7.3 尽管有前述规定、第 6.5 条及投资者在本协议中作出的弥偿，即使本协议终止，第 10 条（一般条款）及第 13 条（法律程序文件代理）在任何情况下均应继续有效。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议（如有）另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及 / 或本公司、联席保荐人及 / 或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及 / 或整体协调人或代表本公司、联席保荐人及 / 或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
 - (c) 任何适用法律、对其具有司法管辖权的任何政府部门或机构（包括联交所、证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府部门可能要求任何一方作出的其他行为。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，惟投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意的情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人合作，以确保公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺诈性及公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条所述须作出的任何披露有关的所有合理要求的协助（包括提供与此相关的进一步资料及 / 或支持文件、其背景资料、其与本公司的关系、其所有权（包括最终实益拥有权）及 / 或与该等事宜相关的其他可能被本公司、联席保荐人或整体协调人合理要求的资料），以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联

席保荐人及整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

<u>相关方</u>	<u>联络信息</u>	<u>地址</u>
本公司	电邮: xuexiaoqiao@cofoe.com 收件人: 薛小桥	中国湖南省长沙市雨花区振华路 816 号
投资者	电邮: junlong.zheng@hnlens.com 收件人: 郑俊龙	中国香港观塘区海滨道 181 号
华泰	电邮: projecth87@htsc.com 收件人: H87 项目交易团队	香港皇后大道中 99 号中环中心 62 楼
BNP	电 邮 : list.cib.projecth87@asia.bnpparibas.com 收件人: H87 项目交易团队	香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼

- 9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮资邮寄的方式送出。任何通知在以下情况下视为已获接收：若以专人递送方式送出，则于送出时；若以传真方式送出，则于收到传送确认时；若以电子邮件方式送出，则于发送完成后即刻生效（以发件人发送电邮的设备所记录的发送时间为准，而不论该电邮是否获确认收悉，惟发件人收到电邮未能送达的自动回复信息则除外）；及若以预付邮资邮寄方式送达，则在无证据证明较早收到的情况下，于邮寄后 48 小时（如以航空邮件发出，则为邮寄后六日）。凡于非营业日收到的任何通知，均视为于其后首个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下各联席保荐人及整体协调人的义务均为分别义务（而非共同或共同连带义务）。任何联席保荐人或整体协调人均无须对其他联席保荐人或整体协调人未履行其在本协议项下义务的行为承担责任，且有关未履行义务的行为不影响其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人或整体协调人共同强制执行其依据本协议享有的任何或全部权利。
- 10.3 除明显错误外，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和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第 4 条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条。
- (b) 本协议可终止或取消及任何条款可未经第 10.11(a) 分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人及整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。

尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决，对各方具有法律约束力，可在具有司法管辖权的任何法院登录及强制执行，而各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁

庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，但所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

为及代表:

蓝思科技(香港)有限公司



签署人:

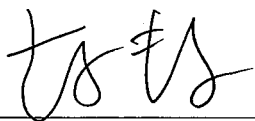
姓名: 周群飞

职衔: 董事

为及代表:

华泰金融控股(香港)有限公司

签署人:

A handwritten signature in black ink, appearing to be '蒋静' (Jiang Jing), written over a horizontal line.

姓名: 蒋静

职衔: 执行董事

为及代表:

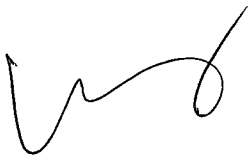
法国巴黎证券(亚洲)有限公司

签署人:



姓名: WANG Ren

职衔: 董事总经理



姓名: JIANG Xiong Xiao

职衔: 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)1000 万美元的等值港元（按招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价所得数目，向下约整至最接近 H 股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中“全球发售架构 – 定价及分配 – 重新分配”一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以(i)符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由三大公众股东实益拥有的百分比不得超过50%；及(ii)遵守《上市规则》下的相关最低要求，包括但不限于《上市规则》第19A.13A条下的公众持股量要求、《上市规则》第19A.13C条下的自由流通量要求及《上市规则》附录F1所载配售指引。

附表二

投资者详情

投资者

注册成立地：	香港湾仔告士打道 160 号海外信托银行大厦 10 楼
注册证书编号：	930542
商业登记号码：	35037351
LE 号码（如有）：	无
商业地址及电话号码及联络人：	中国香港观塘区海滨道 181 号，郑俊龙 +86 136 0962 5070
主要业务：	对外投资
最终控股股东：	周群飞
最终控股股东的注册地：	无
最终控股股东的商业登记号码及 LEI 号码：	无
最终控股股东的主要业务：	无
股东及所持权益：	周群飞 100%
投资者在招股章程中的描述：	蓝思科技（香港）有限公司(“ 蓝思科技（香港） ”)为一家根据香港法律注册成立的有限公司，主要专注于贸易业务。截至最后实际可行日期，蓝思科技股份有限公司

司（股份代号：6613.HK 及 300433.SZ）。由蓝思科技（香港）持有约 53.07%权益。蓝思科技（香港）由周群飞女士全资拥有。蓝思科技（香港）与周群飞女士均为独立第三方。是一家在香港注册成立的有限公司。

相关投资者类别（联交所FINI承配人名单
模板所述或由FINI界面要求披露）： 基石投资者

基石投资协议

2026 年 4 月 23 日

可孚医疗科技股份有限公司

及

长沙雨丰科技有限公司

及

华泰金融控股（香港）有限公司

及

法国巴黎证券（亚洲）有限公司

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本协议（本“协议”）于 2026 年 4 月 23 日订立

订约方：

- (1) 可孚医疗科技股份有限公司，一家根据中国法律注册成立并于深圳证券交易所上市的有限公司（证券代码：301087.SZ），注册办事处位于中国湖南省长沙市雨花区振华路 816 号（“本公司”）；
- (2) 长沙雨丰科技有限公司，一家于 2026 年 2 月注册成立的公司，其注册办事处位于长沙市雨花区同升街道振华路 579 号康庭园二期 17 栋 2 楼北 208 房（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 3 类（杠杆式外汇交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动化交易服务）及第 9 类（提供资产管理）受规管活动的法团（中央编号：AOK809），其主要经营地点为香港中环皇后大道中 99 号中环中心 62 楼（“华泰”）；及
- (4) 法国巴黎证券（亚洲）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动的法团（中央编号：AAF669），其主要经营地点位于香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼（“BNP”）。

（华泰及 BNP 统称“整体协调人”及各自称为一名“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）将其 H 股（定义见下文）于联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司进行的公开发售，以供香港公众人士认购初步 2,700,000 股 H 股（可予重新分配）（“香港公开发售”）；及
 - (ii) 有条件配售本公司发售的初步 24,300,000 股 H 股（可予重新分配），依据《证券法》（定义见下文）S 规例在美国境外向投资者配售（“国际发售”）。
 - (iii) 华泰及 BNP 担任全球发售的联席保荐人及整体协调人。
- (B) 投资者有意根据本协议所载条款及条件并在该等条款及条件的规限下，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及序言）中，除文义另有所指外，下列各词语及表达具有以下涵义：

“**联属人士**”除文义另有所指外，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或促使指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(g)条所赋予的涵义；

“**联系人 / 紧密联系人**”具有《上市规则》赋予该词的涵义，复数形式的“**联系人 / 紧密联系人**”须据此解释；

“**经纪佣金**”指按《上市规则》的《费用规则》第 7(1)段规定以 1%的总投资金额计算的经纪佣金；

“**营业日**”指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议的条款及条件认购投资者股份的交割；

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

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

“**关连人士 / 核心关连人士**”除文义另有所指外，具有《上市规则》赋予该词的涵义，复数形式的“**关连人士 / 核心关连人士**”须据此解释；

“**关联关系**”具有中国证监会备案规则赋予该词及诠释的涵义；

“**《合约（第三者权利）条例》**”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第 623 章）；

“**控股股东**”具有《上市规则》赋予该词的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会，一家负责监督及规管中国国家证券市场的监管机构；

“**中国证监会备案**”指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告），就全球发售或相关事宜向中国证监会作出或将会作出的任何函件、备案、信函、通信、文件、回复、承诺及提呈文件，包括其任何修订、补充及 / 或修改；

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

“**处置**”就任何相关股份而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何产权负担或同意设立任何产权负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)及(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)及(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)及(iii)段所述的任何前述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的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**经济制裁法**”指由美国财政部海外资产控制办公室(OFAC)、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁主管机关所实施的任何经济或金融制裁；

“**FINI**”具有《上市规则》赋予该词的涵义；

“**全球发售**”具有序言(A)所赋予的涵义；

“**政府部门**”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、权力机构或机构，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）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序言(A)所赋予的涵义；

“**H 股**”指本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；

“**获弥偿方**”具有第6.5 条所赋予的涵义，及按文义所指，单数形式的“**获弥偿方**”指他们中的任何一名获弥偿方；

“**国际发售**”具有序言(A)所赋予的涵义；

“**国际发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款及条件认购的 H 股数目，其根据附表一进行计算，并由本公司及整体协调人厘定；

“**联席保荐人**”具有序言(B)所赋予的涵义，及按文义所指，单数形式的“**联席保荐人**”指任何一名联席保荐人；

“**法律**”指所有相关司法管辖区的任何政府部门（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、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”在各种情况下指总投资金额的0.0027%证监会交易征费（或上市日期当时的交易征费）、0.00565%联交所交易费（或上市日期当时的交易费）及 0.00015%会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

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

“《上市规则》”指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指南和其他规定；

“禁售期”具有第 5.1 条所赋予的涵义；

“发售价”指根据全球发售提呈发售或出售 H 股的每股 H 股最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有序言(B)所赋予的涵义，及按文义所指，单数形式的“整体协调人”指任何一名整体协调人；

“各方”指本协议指明的各方；及按文义所指，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

“自营投资基准”指投资者为其自身利益及投资目的而作出的投资，而非作为任何第三方的代理人行事，无论该投资是否为该投资者的任何股东或基金投资者的利益而作出；

“招股章程”指本公司就香港公开发售将在香港刊发的最终招股章程；

“公开文件”指本公司就国际发售刊发的初步发售通函和国际发售通函、就香港公开发售将在香港刊发的招股章程及本公司就全球发售可能刊发的其他文件和公告（均经不时修订或补充）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所赋予的涵义；

“相关股份”指投资者或投资者的全资附属公司根据本协议第 2.2 条认购的投资者股份（如有），以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）而自投资者股份产生的本公司任何股份或其他证券或权益；

“人民币”指人民币，为中国的法定货币；

“**受制裁人士**”指任何身为受制裁人士或由受制裁人士拥有 50%或以上权益或由受制裁人士控制的个人、组织或载体，且符合以下任何情形：

- (a) 被列入 OFAC 及美国国务院管理的清单（包括但不限于“特别指定国民及被封锁人员”），或根据联合国或任何其他国家经济制裁法所发布的任何针对性人员清单；
- (b) 属于受制裁地区的政府或其组成部分；
- (c) 由前述任何人士拥有、控制或代表其行事；
- (d) 位于受制裁地区、于该地区成立、以该地区为居留地或自该地区开展业务；或
- (e) 根据任何经济制裁法遭受其他形式的制裁；

“**受制裁地区**”指任何根据经济制裁法遭受全面出口、进口、金融或投资禁运的国家或其他地区，截至本协议日期，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、北韓及叙利亚；

“**《证券法》**”指经不时修订、补充或以其他方式修改的《1933 年美国证券法》以及据此颁布的规则和条例；

“**证监会**”指香港证券及期货事务监察委员会；

“**《证券及期货条例》**”指经不时修订、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》所赋予的涵义；

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

“**美国**”指美利坚合众国、其领土及属地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》所赋予的涵义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；

- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 凡提述“**条例**”之处均包括任何政府、政府间或超国家机构、机关、部门或任何监管机构、自律机构或其他权力机构或组织所颁布的任何条例、规则、官方指示、意见、通知、通告、命令、要求或指引（不论是否具有法律效力）；
- (h) 除另有指明外，凡提述时间和日期之处均分别提述香港时间和日期；
- (i) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (k) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由双方共同宽免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载条款不得予以宽免，且第 3.1(f)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款及条件的规限下：

- (a) 根据国际发售及作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际包销商的国际代表身份），按发售价认购投资者股份，而本公司将按发售价向投资者发行、配发及配售，以及整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可在不迟于上市日期前五(5)个营业日，向本公司、联席保荐人及整体协调人发出书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者，且(i)现时并非且未来不会成为美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人及整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为其本身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妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出充分且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第 2.2 条下的义务构成直接、主要和无条件的义务，须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，并应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中须解释为包括该全资附属公司。

2.3 [此条已删除]

2.4 本公司及整体协调人（为其本身或代表全球发售的包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，有关厘定将为最终定论且对投资者具有约束力。

3. 交割条件

3.1 投资者在本协议下根据第 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，仅以于交割时或之前满足或各方共同宽免下列各项条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及 3.1(e)条所载条件不得予以宽免且第 3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人豁免）为前提：

- (a) 香港公开发售及国际发售的包销协议在不迟于该等包销协议指明的时间和日期订立且已生效并成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（为其本身及代表全球发售的包销商）已议定发售价，且各方已就全球发售签署定价协议；

- (c) 联交所上市委员会已批准 H 股上市及允许（包括投资者股份以及其他适用豁免和批准），且有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，且该接受通知及 / 或备案结果在 H 股开始于联交所买卖前未被驳回、撤回、撤销或作废；
- (e) 任何政府部门未制定或公布任何禁止完成全球发售或本协议下拟进行交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或禁制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认在所有方面均属（截至本协议日期）且将属（截至上市日期）准确、真实及完整且不具有误导性或欺诈性，以及投资者并未严重违反本协议。

3.2 倘各方于本协议日期后第一百八十(180)天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人共同豁免），投资者购买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）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再具有效力，本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将告停止及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期止期间任何违反投资者在本协议项下作出的有关声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，概不保证全球发售将会完成或不会延迟或终止或发售价将在公开文件所列的指示范围之内，若全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成，或发售价不在公开文件所列的指示范围之内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者兹放弃由于全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成或发售价不在公开文件所列的指示范围之内，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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据全球发售及作为全球发售的一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

- 4.2 不论交付投资者股份的时间及方式如何，投资者均须于上市日期或上市日期前至少一个营业日，以即时可用的结算资金，以港元通过电汇方式向整体协调人于上市日期前不迟于一(1)个完整营业日可能书面通知投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 [此条已删除]
- 4.4 在根据第 4.2 条就投资者股份作出如期支付的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统，并记入投资者于不迟于上市日期前三(3)个营业日可能书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份户口。
- 4.5 在不影响第4.3 条的前提下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，而投资者股份的支付须按上文第 4.2 条的规定进行，不论投资者股份的交付时间及方式如何。
- 4.6 倘若未在本协议规定的时间内按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自绝对酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告停止及终止（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对其提出的任何索赔）。在任何情况下，投资者均须按税后基准就每名获弥偿方可能因投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费或相关事宜而蒙受或招致的任何损失或损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并维持全额弥偿。
- 4.7 倘未能满足以下各项：(a)《上市规则》第 8.08(3)条的规定，即于上市日期由公众人士持有的 H 股中，三大公众股东实益拥有的百分比不得超过 50%；(b)《上市规则》第 19A.13A 条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第 19A.13C 条的自由流通量规定；或(e)《上市规则》中有关 H 股公众持股量的任何其他规定，则整体协调人及本公司有权全权酌情调整投资者认购的投资者股份数目分配，以符合《上市规则》的规定。
- 4.8 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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表均无须（不论共同或个别）就未能履行或延迟履行其于本协议项下的义务承担责任，且倘因本公司、联席保荐人、整体协调人及其各自的联属人士（视乎情况而定）无法控制的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或区域性紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动爆发或升级、大流行病、疾病或疫情（包括但不限于严重急性呼吸综合征、猪流感或禽流感、H5N1、H1N1、H1N7、H7N9、中东呼吸综合征及 COVID-19 及其相关 / 变异形态）的爆发、升级、变异或加剧、火灾、暴乱、叛乱、内乱、罢工、停工、其他工业行动、电力或其他供应全面故障、飞机碰

撞、技术故障、意外或机械或电气故障、电脑故障或任何资金传输系统失灵、禁运、劳资纠纷以及任何现有或未来法律的变更、任何现有或未来政府行为或类似情况）而无法履行或延迟履行其于本协议项下的义务，则本公司、联席保荐人及整体协调人均有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.3条的规限下，投资者为其本身及代表其全资附属公司（若投资者股份将由该全资附属公司（如有）持有）向本公司、联席保荐人及整体协调人约定、立约承诺并保证，未经本公司、联席保荐人及整体协调人各自事先书面同意，投资者不会并将促使其联属人士不会于自上市日期（包括该日）起至上市日期后六(6)个月之日（包括该日）止期间（“**禁售期**”）内的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行使的证券或代表接收上述各项的权利的任何证券，或同意、签订协议或公开宣布其签订该等交易的意图；(ii)允许其自身在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；(iv)同意或订约或公开宣布有意进行上述第(i)、(ii)及(iii)条所述的任何交易，于各情况下，须说明上述第(i)、(ii)及(iii)条所述的任何交易是否将通过交付相关股份或可转换、可行使或可交换为相关股份的其他证券以现金或其他方式进行结算。
- 5.2 本公司、联席保荐人及整体协调人确认，于第5.1条所订的禁售期届满后，在遵守适用法律规定的前提下，投资者可自由处置任何相关股份，惟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，并须尽一切合理努力确保任何有关处置不会导致H股出现混乱或虚假市场，且在其他方面符合所有适用法律的规定。
- 5.3 第5.1条的任何内容不得阻止投资者向其任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：
- (a) 在进行该转让前，该全资附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已作出第6条规定的相同承认、确认、声明、陈述及保证；
 - (c) 投资者及投资者的有关全资附属公司须被视为有关其所持所有相关股份的投资者，并共同及各别地承担本协议订明的所有责任及义务；
 - (d) 若在禁售期届满前的任何时间，该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公

司须或投资者须促致该附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺将促使该全资附属公司将受投资者在本协议项下的义务约束，包括但不限于本第 5 条对投资者施加的限制，及作出本协议规定的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议订明的所有责任及义务；及

- (e) 该全资附属公司(i)现时并非且未来不会成为美国人士，亦不会为美国人士的账户或利益收购相关股份；(ii)现时且未来位于美国境外；及(iii)根据《证券法》S 规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除取得本公司、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直接及间接所持股份总数占本公司全部已发行股本的百分比于任何时间均须低于本公司全部已发行股本的 10%（或《上市规则》中不时就“主要股东”的定义规定的其他百分比），且于上市日期后 12 个月期间内不会成为本公司核心关连人士（定义见《上市规则》），以及投资者及其紧密联系人（定义见《上市规则》）直接及间接所持股份总数占本公司全部已发行股本的百分比不得导致公众人士（按《上市规则》的定义及联交所的诠释，包括但不限于《上市规则》第 8.08 条）所持本公司证券总数低于《上市规则》规定的百分比或联交所可能不时批准并适用于本公司的其他相关百分比。投资者同意在其知悉任何上述情况时书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意，其乃按自营投资基准持有本公司股本，并应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准持有本公司股本。除非《上市规则》允许或联交所批准，投资者不得，并须促使其控股股东、联系人及其各自的实益拥有人均不得，通过累计投标过程申购或下单购买全球发售的 H 股（投资者股份除外），亦不得申购香港公开发售的 H 股。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表均不得直接及间接与本公司、本公司的控股股东（定义见招股章程）、本集团任何其他成员公司或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第 2.5 及 4.15 章或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人陈述、保证、承诺、承认、同意和确认：
- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于

公开文件列明的指示范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示范围内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并作为展示文件；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，必要时与本公司、联交所、证监会及其他政府部门共享，并会纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人（定义见《上市规则》）披露，且所有该等资料在各方面均属真实、完整及准确，且并无误导成分；
- (d) 投资者承认及同意，本公司、联席保荐人及整体协调人可向政府部门（包括但不限于联交所、证监会及中国证监会）提交有关其购买H股或根据本协议参与配售的资料；且投资者承认及承诺披露及提供通过掉期安排或其提供或管理的其他金融或投资产品投资H股的其他直接或间接投资者的所有必要资料（包括但不限于身份及认购金额）；
- (e) 发售价将完全根据全球发售的条款及条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际包销商的国际代表身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及细则或其他组成或章程文件及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》、《上市规则》第18项应用指引或《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 联席保荐人、整体协调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《上市规则》的相关规定，包括但不限于(a)《上市规则》第8.08(3)条的规定，即于上市日期由公众人士持有的H股中，三大公众股东实益拥有的百分比不得超过50%；(b)《上市规则》第19A.13A条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第19A.13C条的自由流通量规定；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国

际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；

- (k) 本公司、联席保荐人、整体协调人及彼等各自的任何联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表及参与全球发售的任何其他方概不就收购投资者股份或有关投资者股份的任何交易产生的任何税项、法律、货币、经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为其利益直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或以任何其他司法管辖区任何人士的名义或为其利益而进行，而有关司法管辖区适用法律允许者除外；
- (m) 其明白及同意，仅可(A)根据《证券法》第144条或其项下其他适用豁免于美国境内；或(B)依据《证券法》S规例在美国境外于“离岸交易”（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (n) 其明白，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）、高级人员、雇员、代理、顾问、联系人、合伙人及代表概无就《证券法》项下第144条或任何其他可用豁免是否适用于后续再发售、转售、质押或转让投资者股份作出任何声明；
- (o) 除非第5.3条作出规定，否则若一家附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (p) 投资者在法律许可的最大范围内不可撤销地豁免其可能针对任何联席保荐人、整体协调人、其他包销商及本公司、其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问及代表因本协议和全球发售或就其提起的任何索赔；
- (q) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），且在不对其已订立的任何保密协议造成不利影响的情况下，其：
 - (i)除严格以按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）披露有关信息仅作评估投资投资者股份用途，或按法律另行规定进行披露外，不得向任何人士披露该信

息，直至有关信息因投资者或其任何获授权接收人过错以外的原因而成为公开信息为止；(ii)尽力确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

- (r) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (s) 在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，本协议整体或单独不构成出售证券的要约；
- (t) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所

提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（无论是否由本公司、联席保荐人、整体协调人或其各自的董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士或其他人士），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (v) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (x) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审查或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、合伙人、顾问、代理或代表或参与全球发售的任何其他人士，均不对收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担

责任；

- (y) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、代表、联系人及合伙人以及参与全球发售的任何人士并未就将存在投资者股份的公开或活跃市场作出担保；
- (z) 若全球发售因任何原因延迟、终止或未完成，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）、高级人员、雇员、合伙人、顾问、代理或代表对投资者或其附属公司不承担任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数；及(iii)提呈发售的H股的其他调整或重新分配、发售价范围及联交所可能批准且符合适用法律的最终发售价拥有绝对酌情权；
- (bb) 除本协议及投资者、本公司、联席保荐人及整体协调人订立的保密协议（如有）外，投资者（作为一方）与本公司、本公司任何股东、联席保荐人及 / 或整体协调人（作为另一方）并无订立其他与全球发售有关的协议；
- (cc) 投资者未因以下原因获得投资者股份，且投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与任何定向销售活动（定义见《证券法》S规例）或任何一般劝诱或一般广告（定义见《证券法》D规例第502(e)条），或以任何方式参与投资者股份的公开发售（定义见《证券法》第4(2)条）；
- (dd) H股的任何交易均须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》和任何其他适用法律、法规或任何主管证券交易所的相关规则对股票交易的限制；及
- (ee) 任何要约、出售、质押或并非根据本协议限制作出的其他转让均不会得到本公司对相关股份的认可；
- (ff) 投资者同意于上市日期或根据第4.5条协定的有关其他日期前至少一个营业日，支付总投资金额及相关经纪佣金与征费；及
- (gg) 倘投资者通过合格境内机构投资者（“合格境内机构投资者”）进行本协议项下的投资，投资者无条件且不可撤销地向本公司、联席保荐人及整体协调人承诺并保证：
 - (i) 其将促使合格境内机构投资者受投资者因本协议而产生、根据本协议

或与本协议有关的所有义务、承诺、陈述、保证、弥偿及责任的约束，并将促使其提供、作出及履行该等义务、承诺、陈述、保证、弥偿及责任（包括陈述及保证合格境内机构投资者(a)现时并非且未来不会成为美国人士；(b)位于美国境外；及(c)根据《证券法》S规例在离岸交易中收购投资者股份（“**投资者义务**”））；及

- (ii) 其将促使及无条件且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将妥善、准时地履行及遵守所有投资者义务。

6.2 投资者进一步向本公司、联席保荐人及整体协调人各自进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案等）项下的资料，该等资料不会违反适用于投资者的所有法律，亦不会要求在投资者所在的司法管辖区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。截至本协议日期，所有批准均未被撤销，且投资者并不知悉任何可能导致批准失效、撤回或撤销的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购或收购（视情况而定）投

投资者股份将不会违反或导致投资者违反：(i)投资者各自的组织章程大纲及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何政府部门的任何裁决、命令或判令；

- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括在联交所、证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）要求的时限内向其提供或促使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者及其最终实益拥有人（如有）及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)交易结构（包括任何涉及投资者股份的掉期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拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表向监管机构披露任何投资者相关信息及 / 或于任何公开文件或《上市规则》或适用法律的要求或任何相关监管机构要求的其他公告或文件中披露；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其并非有关本协议下拟进行交易的任何联席保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级人员；
- (m) 其于《证券法》S规例所指“离岸交易”中于美国境外认购投资者股份，且其现时并非且未来不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；

- (o) 根据全球发售认购投资者股份时，投资者已自行评估《有关美国在受关注国投资特定国家安全技术与产品的规定》（“**对外投资规定规则**”）的适用性，并在进行任何有关评估时咨询其自有法律顾问，并仅依赖其法律顾问关于对外投资规定规则适用性的建议。投资者承认，本公司、整体协调人、联席保荐人、全球发售的包销商及其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人及顾问以及参与全球发售的各方均未作出任何陈述，且就对外投资规定规则不承担任何责任；
- (p) 投资者及投资者实益拥有人及 / 或联系人(i)正为投资者自身利益或投资者实益拥有人及 / 或联系人的利益认购本公司的投资者股份，且投资者股份的认购来自投资者及 / 或投资者的实益拥有人及 / 或联系人；(ii)为独立于本公司或其任何联属人士的第三方；(iii)并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力；(v)并非受(a)本公司的任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、监事（如适用）、行政总裁、控股股东、主要股东、现有股东或任何前述人士的紧密联系人（定义见《上市规则》）之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi)与公司或其任何股东，除以书面形式向本公司、联席保荐人及整体协调人披露者外，并无任何关联关系；
- (q) 投资者将通过香港结算的FINI系统向联交所和香港结算提供须提交的必要资料，并确保投资者提供的所有此类资料在所有重要方面均属真实、完整及准确，且该等资料将按需要与本公司、联交所、证监会及其他监管机构共享，并将纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人披露；
- (r) 投资者将使用其自有资金认购投资者股份，且其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (s) 投资者、其实益拥有人及 / 或联系人均非(i)全球发售的联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、包销商、牵头经纪商或分销商中任何人士的“关连客户”；(ii)本公司任何现有股东的“紧密联系人”；或(iii)代理公司（除非最终实益拥有人的姓名均披露于《上市规则》附录F1《股本证券的配售指引》的1C段）。词语“关连客户”、“牵头经纪商”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (t) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；

- (u) 投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或现有股东或上述任何职位的提名人士；
- (v) 除先前以书面形式通知联席保荐人及整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI包销商名单模板所述或由FINI界面或《上市规则》要求披露并与包销商相关的任何包销商类别（“基石投资者”除外）；或(b)《上市规则》（包括但不限于第12.08A条）要求须于本公司的分配结果公告识别的任何包销商组别；
- (w) 投资者并未及将不会就分销H股与任何“分销商”（定义见《证券法》）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (x) 各投资者及其董事、监事（如适用）、高级人员、雇员或代理均非受制裁人士；
- (y) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第2.5章及4.15章的条文以及证监会颁布的相关指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (z) 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的总持股量（直接及间接）不得导致公众持有的本公司证券总额（具有《上市规则》所界定的含义）低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (aa) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、其附属公司、关连人士、任何联席保荐人或整体协调人或全球发售的包销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (bb) 投资者或其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表与本公司或其控股股东（定义见招股章程）、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）、高级人员、雇员或代理尚未或将不会订立或作出协议或安排（包括与《上市规则》（包括《上市指南》第2.5章及第4.15章或香港监管机构发布的其他书面指引）不符的任何附加函件）；
- (cc) 除依据本协议外及 / 或在符合《上市指南》第2.5章及第4.15章的情况下，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单；
- (dd) 除本协议所规定外，投资者并未就投资者股份与任何政府部门或任何

第三方订立任何安排、协议或承诺；及

(ee) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及 / 或联系人并无及不会订立任何与投资者股份相关的掉期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声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构及 / 或本公司、联席保荐人及整体协调人及其各自联属人士提供及 / 或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、联席保荐人及整体协调人全权视为必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能就全球发售发布或另行向任何相关监管机构提呈的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人及 / 或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺诈性，且其将立即以书面形式通知有关说明的任何更改，并向本公司、联席保荐人及整体协调人提供意见及更新的信息及 / 或支持文件。
- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第 6.1 及 6.2 条所载保证、承诺、声明、协议、确认及承认。投资者承认，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附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺诈性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 经要求后，投资者同意及承诺，投资者对由于投资者或其各自的高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及全球发售的包销商（代表自身或以信托的行事代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此

或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。

6.7 本公司声明、保证及承诺：

(a) 其依据中国法律妥为注册成立及有效存续；

(b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

(c) 在第5.1条所载付款全额支付及禁售期的规限下，除投资者股份不得由中国的法人或自然人认购或在中国境内的若干合格境内机构投资者、沪港通或深港通下的合格中国投资者以及根据相关中国法律法规或经任何主管部门批准有权持有H股的其他人之间进行交易外，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；

(d) 本公司、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及

(e) 除非本协议规定，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

(a) 根据第3.2条、第4.6条或第4.8条予以终止；

(b) 倘若投资者或投资者的全资附属公司（如根据第5.3条转让投资者股份）于全球发售交割或之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或各联席保荐人及整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或

(c) 经各方书面同意予以终止。

7.2 在不影响第 7.3 条的情况下，倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外）及各方于本协议下的权利及责任（除下文第 11 及 12 条所载权利外）须终止，且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3 尽管有前述规定、第 6.5 条及投资者在本协议中作出的弥偿，即使本协议终止，第 10 条（一般条款）在任何情况下均应继续有效。

8. 公告及机密性

8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

(a) 联交所、证监会、中国证监会及 / 或本公司、联席保荐人及 / 或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及 / 或整体协调人或代表本公司、联席保荐人及 / 或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；

(b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 任何适用法律、对其具有司法管辖权的任何政府部门或机构（包括联交所、证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府部门可能要求任何一方作出的其他行为。

8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，惟投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意的情况除外。

- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人合作，以确保公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺诈性及公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条所述须作出的任何披露有关的所有合理要求的协助（包括提供与此相关的进一步资料及 / 或支持文件、其背景资料、其与本公司的关系、其所有权（包括最终实益拥有权）及 / 或与该等事宜相关的其他可能被本公司、联席保荐人或整体协调人合理要求的资料），以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

相关方	联络信息	地址
本公司	电邮：xuexiaoqiao@cofoe.com 收件人：薛小桥	中国湖南省长沙市雨花区振华路816号
投资者	电邮：739819228@qq.com 收件人：邹希	中国湖南省长沙市雨花区振华路 579 号康庭园 17 号栋
华泰	电邮：projecth87@htsc.com 收件人：H87 项目交易团队	香港皇后大道中 99 号中环中心 62 楼
BNP	电 邮：list.cib.projecth87@asiabnp.com 收件人：H87 项目交易团队	香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼

9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮资邮寄的方式送出。任何通知在以下情况下视为已获接收：若以专人递送方式送出，则于送出时；若以传真方式送出，则于收到传送确认时；若以电子邮件方式送出，则于发送完成后即刻生效（以发件人发送电邮的设备所记录的发送时间为准，而不论该电邮是否获确认收悉，惟发件人收到电邮未能送达的自动回复信息则除外）；及若以预付邮资邮寄方式送达，则在无证据证明较早收到的情况下，于邮寄后 48 小时（如以航空邮件发出，则为邮寄后六日）。凡于非营业日收到的任何通知，均视为于其后首个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下各联席保荐人及整体协调人的义务均为分别义务（而非共同或共同连带义务）。任何联席保荐人或整体协调人均无须对其他联席保荐人或整体协调人未履行其在本协议项下义务的行为承担责任，且有关未履行义务的行为不影响其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人或整体协调人共同强制执行其依据本协议享有的任何或全部权利。
- 10.3 除明显错误外，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和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第 4 条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。

- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条。
 - (b) 本协议可终止或取消及任何条款可未经第 10.11(a) 分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人及整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决，对各方具有法律约束力，可在具有司法管辖权的任何法院登录及强制执行，而各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 副本

13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，但所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Cofoe Medical Technology Co., Ltd.
可孚医疗科技股份有限公司

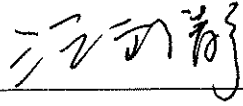


Xue Xiaoqiao (薛小桥)
Director 董事

为及代表：

长沙雨丰科技有限公司

签署人：

A handwritten signature in black ink, appearing to read '汪武静' (Wang Wujing), is written above a horizontal line.

姓名：汪武静

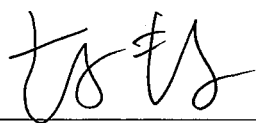
职衔：

执行董事

为及代表:

华泰金融控股(香港)有限公司

签署人:

A handwritten signature in black ink, appearing to be '蒋静' (Jiang Jing), written over a horizontal line.

姓名: 蒋静

职衔: 执行董事

为及代表:

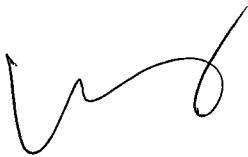
法国巴黎证券(亚洲)有限公司

签署人:



姓名: WANG Ren

职衔: 董事总经理



姓名: JIANG Xiong Xiao

职衔: 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)54,700,000 港元（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价所得数目，向下约整至最接近 100 股 H 股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中“全球发售架构 – 定价及分配 – 重新分配”一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以(i)符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由三大公众股东实益拥有的百分比不得超过50%；及(ii)遵守《上市规则》下的相关最低要求，包括但不限于《上市规则》第19A.13A条下的公众持股量要求、《上市规则》第19A.13C条下的自由流通量要求及《上市规则》附录F1所载配售指引。

附表二

投资者详情

投资者

注册成立地：	长沙市雨花区同升街道振华路 579 号康庭园二期 17 栋 2 楼北 208 房
注册证书编号：	91430111MAK753UR7X
商业登记号码：	91430111MAK753UR7X
LE 号码（如有）：	不适用
商业地址及电话号码及联络人：	长沙市雨花区同升街道振华路 579 号康庭园二期 17 栋 2 楼北 208 房 邹希 18373130629
主要业务：	技术服务、技术开发、技术咨询、技术交流、技术转让、技术推广；软件开发；网络与信息安全软件开发；人工智能应用软件开发等
最终控股股东：	长沙市雨花区政府
最终控股股东的注册地：	不适用
最终控股股东的商业登记号码及 LEI 号码：	不适用
最终控股股东的主要业务：	不适用
股东及所持权益：	不适用

投资者在招股章程中的描述：

长沙雨丰科技有限公司（「长沙雨丰」）为一家于中国成立的有限责任公司及独立第三方。截至最后实际可行日期，长沙雨丰由长沙雨花经开创业投资基金合伙企业（有限合伙）（「长沙雨花」）、长沙市雨花产业投资有限公司及长沙市雨花创业创新投资有限公司分别拥有 60%、20%及 20%权益。长沙雨花的执行事务合伙人为湖南雨花金创引导私募基金管理有限公司，该公司由雨花经济开发区管理委员会（「雨花委员会」）间接全资拥有。截至最后实际可行日期，长沙雨花有两名有限合伙人，合共拥有长沙雨花 98%的合伙权益，该等权益由长沙市雨花区人民政府及雨花委员会间接拥有，两者各自拥有长沙雨花 49%的合伙权益。

相关投资者类别（联交所FINI承配人名单
模板所述或由FINI界面要求披露）： 基石投资者

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofee Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

China Galaxy International Investment Company Limited

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **China Galaxy International Investment Company Limited (中国银河国际投资有限公司)**, a company incorporated in Hong Kong whose registered office is at 20/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong (the “**Investor**” or “**CGII**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”);
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company (a) outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below)(the “**International Offering**”);
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.
- (B) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

- (C) The Investor and China Galaxy Securities Co., Ltd (“CGS”) will enter into a series of cross border delta-one equity OTC swap transactions (collectively, the “**Vision Capital OTC Swaps**”) with each other and Vision Capital Management Co., Ltd. (遠信(珠海) 私募基金管理有限公司) (the “**CGII Ultimate Client (Vision Capital)**”), pursuant to which the Investor will hold the Offer Shares on a non-discretionary basis to hedge the Vision Capital OTC Swaps while the economic risks and returns of the underlying Offer Shares are ultimately borne by Vision Capital Management Co., Ltd., subject to customary fees and commissions. The Vision Capital OTC Swaps will be fully funded by CGII Ultimate Client (Vision Capital).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

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

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

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

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

“Joint Sponsors” has the meaning given to it in Recital (B), and **“Joint Sponsor”** shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“Overall Coordinators” means Huatai and BNP, the sponsor-overall coordinators, but solely for the purpose of this Agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator alongside Huatai and BNP, and **“Overall Coordinator”** shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

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

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

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

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

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

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“**Sanctioned Person**” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“**Sanctioned Territory**” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws,

which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People's Republic, the self-proclaimed Luhansk People's Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

"Shares" means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

"subsidiary" has the meaning given to it in the Companies Ordinance;

"Underwriters" means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

"US\$" or "US dollar" means the lawful currency of the United States; and

"U.S. Person" has the meaning given to it in the Securities Act.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **"clause"**, **"sub-clause"** or **"schedule"** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “regulation” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) and other terms and conditions of this Agreement:
 - (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
 - (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.
- 2.2 [Intentionally deleted]
- 2.3 The Company and the Overall Coordinators (for themselves or on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), (d) and (e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) at or prior to the Closing:
- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
 - (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place,

allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or at least one business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally deleted]

- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in full in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.
- 4.8 Each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or

escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE CGII ULTIMATE CLIENT (VISION CAPITAL)

- 5.1 The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.
- 5.2 The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators, that the CGII Ultimate Client (Vision Capital) will remain invested in the relevant OTC Swap throughout the Lock-up Period with substantially the same legal effect as clause 5.1 above.
- 5.3 The Investor hereby confirms to the Company, the Overall Coordinators and the Joint Sponsors that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.
- 5.4 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.5 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor, the CGII Ultimate Client (Vision Capital) and their respective close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time

for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor, the CGII Ultimate Client (Vision Capital) and their respective close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and (if applicable) waived by the Stock Exchange, including but not limited to Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules) to fall below the required percentage set out in Rule 8.08 (as amended and replaced by Rule 19A.13A) of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.

- 5.6 The Investor agrees that the Investor’s holding of the Company’s share capital is not on a proprietary investment basis, and the CGII Ultimate Client (Vision Capital)’s investment in the OTC Swaps are on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the CGII Ultimate Client (Vision Capital)’s investment in the OTC Swaps in connection with the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise permitted by the Listing Rules or the Stock Exchange, the Investor shall not, and shall procure that none of the CGII Ultimate Client (Vision Capital), the Investor’s and the CGII Ultimate Client (Vision Capital)’s respective controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.7 Save for documentation relating to the OTC Swaps and the undertaking to be provided by the CGII Ultimate Client (Vision Capital) to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Investor, the CGII Ultimate Client (Vision Capital) and their respective affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents. The Investor further confirms and undertakes that, save for documentation relating to the OTC Swaps and the undertaking to be provided by the CGII Ultimate Client (Vision Capital) to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, none of the Investor, the CGII Ultimate Client (Vision Capital) or their respective affiliates, directors, supervisors (if applicable), officers, employees, associates or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor, the CGII Ultimate Client (Vision Capital) and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor and the CGII Ultimate Client (Vision Capital) will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor and the CGII Ultimate Client (Vision Capital) as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering pursuant to the relevant underwriting agreements and price determination agreement and the Investor and the CGII Ultimate Client (Vision Capital) shall not have any right to raise any objection thereto;

- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including but not limited to (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States

and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") and to the CGII Ultimate Client (Vision Capital) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or the OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the CGII Ultimate Client (Vision Capital) or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or the CGII Ultimate Client (Vision Capital) and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or the CGII Ultimate Client (Vision Capital) and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the CGII Ultimate Client (Vision Capital) in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the CGII Ultimate Client (Vision Capital) and/or their respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CGII Ultimate Client (Vision Capital) and/or their respective representatives shall form the basis of any contract or commitment whatsoever;
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, the CGII Ultimate Client (Vision Capital) and/or their respective representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or the CGII Ultimate Client (Vision Capital), may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the CGII Ultimate Client (Vision Capital) in determining whether to invest in the Investor Shares or the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (t) in making its investment decision, the Investor and the CGII Ultimate Client (Vision Capital) have relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and/or the CGII Ultimate Client (Vision Capital) by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees,

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

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

of the Company or any of the Joint Sponsors, the Overall Coordinators or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (x) each of the Investor and the CGII Ultimate Client (Vision Capital) understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (y) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or the CGII Ultimate Client (Vision Capital) or their respective subsidiaries will arise;
- (z) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (aa) there are no other agreements in place between the Investor or the CGII Ultimate Client (Vision Capital) on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement, the OTC Swaps, the undertaking to be provided by the CGII Ultimate Client (Vision Capital) to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (bb) the Investor has not acquired the Investor Shares as a result of, and neither the Investor or the CGII Ultimate Client (Vision Capital), nor any of their respective affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) or any general solicitation or general advertising (within the meaning of Rule 502(e) of Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;

- (cc) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made at least one business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Joint

Sponsors and the Overall Coordinators in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement, the subscription for the Investor Shares and the acceptance of the delivery of the Investor Shares will not contravene or result in a contravention by the Investor or the CGII Ultimate Client (Vision Capital) of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the CGII Ultimate Client (Vision Capital) respectively or (ii) the Laws of any jurisdiction to which the Investor or the CGII Ultimate Client (Vision Capital) is respectively subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the CGII Ultimate Client (Vision Capital) respectively in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the CGII Ultimate Client (Vision Capital) or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the CGII Ultimate Client (Vision Capital) respectively;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the **"Regulators"**), and agrees and consents to the disclosure of, such information (including, without limitation, (i) identity information of the Investor, the CGII Ultimate Client (Vision Capital) and their respective ultimate beneficial owner(s), if any, of the Investor Shares and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective name(s) and place(s) of incorporation), (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement (including the OTC Swaps) or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor, the CGII Ultimate Client (Vision Capital) or their respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) the Investor and the CGII Ultimate Client (Vision Capital) are not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor has made its own assessment as to the applicability of the Provisions Pertaining to U.S. investments in Certain National Security Technologies and Products in Countries of Concern (the “**OIR Rule**”) on its subscription of the Investor Shares pursuant to the Global Offering and has consulted its own legal advisors as it deems appropriate in making any such assessment and only relied on the advice of its legal advisors as to the applicability of the OIR Rule. The Investor acknowledges that none of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering has made any representations, and has no liability to it with respect to the OIR Rule;
- (p) the Investor, the CGII Ultimate Client (Vision Capital) and their respective beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor’s own account or the account of the Investor’s beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor’s beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor, the CGII Ultimate Client (Vision Capital) and their respective beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the OTC Swaps will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined

in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company, provided for the avoidance of doubt that subscription for a fund managed by the CGII Ultimate Client (Vision Capital) at commercially reasonable prices and conditions shall not amount to financing, funding or backing the CGII Ultimate Client (Vision Capital) and any such subscriber shall not be deemed to have a connected relationship with the CGII Ultimate Client (Vision Capital) by virtue of such subscription; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) The Investor is a "connected client" of one of the Overall Coordinators. The terms "connected client" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (t) neither the Investor, the CGII Ultimate Client (Vision Capital), their respective beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

- (v) neither of the Investor nor the CGII Ultimate Client (Vision Capital) has entered into, or will enter into any contractual arrangement with any “distributor” (as defined in the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (w) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;
- (x) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (y) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (z) none of the Investor, the CGII Ultimate Client (Vision Capital) or their respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; other than as previously disclosed to the Company, the Joint Sponsors or the Overall Coordinators or otherwise permitted by applicable Laws and the Stock Exchange, the Investor, the CGII Ultimate Client (Vision Capital) and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or shall be entered into or made between the Investor, the CGII Ultimate Client (Vision Capital) or their respective affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives on the one hand and the Company or its Controlling Shareholders (as defined in the Prospectus), any member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents;
- (bb) none of the Investor or any of its associates has applied for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 2.5 and Chapter 4.15 of the Listing Guide;
- (cc) except as provided for in this Agreement and the OTC Swaps, the Investor and the CGII Ultimate Client (Vision Capital) have not entered into any arrangement,

agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares¹; and

- (dd) none of the Investor, the CGII Ultimate Client (Vision Capital) or any of their respective controlling shareholder(s), associates and their respective beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement or as otherwise notified to the Company, the Joint Sponsors and the Overall Coordinators and permitted under the applicable Laws or by the Stock Exchange.

- 6.3 The Investor represents and warrants to the Company, the Joint Sponsors and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name, the name of the CGII Ultimate Client (Vision Capital) and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators, or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Joint Sponsors and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), the CGII Ultimate Client (Vision Capital), the OTC Swaps and/or otherwise relating to the matters which may reasonably be requested by the Company, the Joint Sponsors and/or the Overall Coordinators to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the CGII Ultimate Client (Vision Capital) and the groups of companies of which it or the CGII Ultimate Client (Vision Capital) is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it, the CGII Ultimate Client (Vision Capital) and the groups of companies of which it or the CGII Ultimate Client (Vision Capital) is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.
- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective

¹ To add guarantor reps and warranties (if applicable).

subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor, the CGII Ultimate Client (Vision Capital) or their respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, save for the fact that the Investor Shares cannot be subscribed for by or traded between legal or natural persons of the PRC except for certain QDII in the PRC, qualified PRC investors under the Shanghai-Hong Kong Stock Connect or the Shenzhen-Hong Kong Stock Connect and other persons who are entitled to hold the H Shares pursuant to the relevant PRC laws and regulations or upon approvals of any competent authorities, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have

entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors, the CGII Ultimate Client (Vision Capital) or their respective affiliates, directors, officers, employees or agents; and

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

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the representations, warranties, undertakings and confirmations by the Investor and/or the CGII Ultimate Client (Vision Capital) under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) and clause 13 (Process Agent) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and

the background of the Investor and the CGII Ultimate Client (Vision Capital), and its relationship between the Company and the Investor and the CGII Ultimate Client (Vision Capital) may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor and the CGII Ultimate Client (Vision Capital), except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the CGII Ultimate Client (Vision Capital), and the general background information on the Investor and the CGII Ultimate Client (Vision Capital) prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it and the CGII Ultimate Client (Vision Capital) in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it and the CGII Ultimate Client (Vision Capital), their ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint

Sponsors or the Overall Coordinators) to (i) update the description of the Investor and the CGII Ultimate Client (Vision Capital) in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	Email: Outboundtrs@chinastock.com.hk Attention: CGII PB team	20/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnpparibas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. COUNTERPARTS

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

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

For and on behalf of
为及代表

Cofoe Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

FOR AND ON BEHALF OF:

China Galaxy International Investment Company Limited
中国银河国际投资有限公司

By:



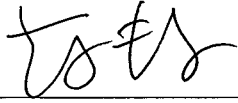
Name: Chong Siu Suet

Title: Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

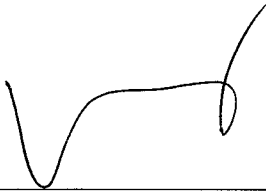
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:

Handwritten signature of WANG Ren in black ink, consisting of stylized Chinese characters.

Name: WANG Ren

Title: Managing Director

Handwritten signature of JIANG Xiong Xiao in black ink, featuring a large 'V' shape followed by a horizontal line and a loop.

Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be 1,296,000 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR AND THE CGII ULTIMATE CLIENT (VISION CAPITAL)

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1697826
Business registration number:	59331717
LEI number (if any):	254900T7TLAECUDTL911
Business address and telephone number and contact person:	20/F, Wing On Centre, 111 Connaught Road Central, Sheung Wan, Hong Kong 852 3698 6888 Eken Chong
Principal activities:	Financial Service activities
Ultimate controlling shareholder(s):	China Galaxy Securities Company Limited
Place of incorporation of ultimate controlling shareholder(s):	China
Business registration number and LEI number of ultimate controlling shareholder(s):	91110000710934537G
Principal activities of ultimate controlling shareholder(s):	Permitted activities: Securities business; public fund sales; insurance agency business; securities companies acting as intermediaries for futures companies; custody of securities investment funds. (Projects subject to approval in accordance with the law must be carried out only after obtaining approval

from the relevant authorities. Specific business operations are subject to the approval documents or permits issued by the relevant authorities.)

Shareholder and interests held:

China Galaxy Finance Holding Co., Ltd. (中国银河金融控股有限责任公司); 47.6671%

Description of the Investor for insertion in the Prospectus:

China Galaxy International Investment Company Limited (“CGII”) and China Galaxy Securities Co., Ltd (“CGS”) will enter into a series of cross border delta-one equity OTC swap transactions (collectively, the “**Vision Capital OTC Swaps**”) with each other and their ultimate client (the “**CGII Ultimate Client (Vision Capital)**”), pursuant to which CGII will hold the Offer Shares on a non-discretionary basis to hedge the Vision Capital OTC Swaps while the economic risks and returns of the underlying Offer Shares are ultimately borne by Vision Capital, subject to customary fees and commissions. The Vision Capital OTC Swaps will be fully funded by CGII Ultimate Client (Vision Capital). During the terms of the Vision Capital OTC Swaps, all economic returns of the Offer Shares subscribed by CGII will be passed to the CGII Ultimate Client (Vision Capital) and all economic loss shall be borne by CGII Ultimate Client (Vision Capital) through the Vision Capital OTC Swaps, and CGII will not take part in any economic return or bear any economic loss in relation to the Offer Shares. The Vision Capital OTC Swaps are linked to the Offer Shares and CGII Ultimate Client (Vision Capital) may, after expiration of the lock-up period beginning from the date of the relevant cornerstone agreement entered into between CGII and the Company and ending on the date which is six months from the Listing Date, request to early terminate the Vision Capital OTC Swaps at its own discretion, upon which CGII may dispose of the Offer Shares and settle the Vision Capital OTC Swaps in cash in accordance with the terms and conditions of the Vision Capital OTC Swaps. To the best of CGII’s knowledge after having made all reasonable inquiries, each of the CGII Ultimate Client

(Vision Capital) is an independent third party of CGII, and the companies which are members of the same group of CGII, and save as Mr. Liu Yan (劉岩), no single ultimate beneficial owner holds 30% or more interests in the CGII Ultimate Client (Vision Capital).

The CGII Ultimate Client (Vision Capital) is a limited liability company established in the PRC, a fund management company focusing on private equity investments with assets under management amounted to more than RMB10 billion, according to the public information. The ultimate beneficial owner of CGII Ultimate Client (Vision Capital) is Mr. Liu Yan (劉岩), who is an Independent Third Party. No other shareholder holds 30% or more of the equity interests in CGII Ultimate Client (Vision Capital).

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

Cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofee Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

PANJING HARBOURVIEW INVESTMENT FUND
(盘京港景投资基金)

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **Panjing Harbourview Investment Fund (盤京港景投資基金)**, an exempted company incorporated with limited liability in the Cayman Islands under the Companies Act of the Cayman Islands whose registered office is at 89 Nexus Way, Camana Bay, Grand Cayman KY1-9009, Cayman Islands (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

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

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

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as

calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Joint Sponsors**” has the meaning given to it in Recital (B), and “**Joint Sponsor**” shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“**Overall Coordinators**” means Huatai and BNP, the sponsor-overall coordinators, but solely for the purpose of this Agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator alongside Huatai and BNP, , and “**Overall Coordinator**” shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

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

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

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

2. INVESTMENT

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance

and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 [Intentionally deleted]

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

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times

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

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or at least one business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally deleted]
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.
- 4.8 Each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or

contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such wholly-owned subsidiary (i) is not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii)

is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 19A.13A of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.
- 5.5 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise permitted under the Listing Rules or by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time

period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion

for the purpose of satisfying the relevant requirements under the Listing Rules, including but not limited to (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules;

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall

Coordinators, the other underwriters and the Company, their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;

- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters in connection with the Global Offering and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty,

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

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (cc) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) or any general solicitation or general advertising (within the meaning of Rule 502(e) of Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;
- (dd) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made at least one business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

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

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

governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

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

Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor has made its own assessment as to the applicability of the Provisions Pertaining to U.S. investments in Certain National Security Technologies and Products in Countries of Concern (the “**OIR Rule**”) on its subscription of the Investor Shares pursuant to the Global Offering and has consulted its own legal advisors as it deems appropriate in making any such assessment and only relied on the advice of its legal advisors as to the applicability of the OIR Rule. The Investor acknowledges that none of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors,

supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering has made any representations, and has no liability to it with respect to the OIR Rule;

- (p) the Investor and the Investor's beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor's own account or the account of the Investor's beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor's beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors, (ii) "close associate" of any existing shareholder of the Company, or (iii) nominee companies unless the name of the ultimate beneficiary is disclosed each as

described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (w) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;
- (y) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (z) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (aa) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (bb) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or shall be entered into or made between the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives on the one hand and the Company or its Controlling Shareholders (as defined in the Prospectus), any member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents;
- (cc) none of the Investor or any of its associates has applied for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 2.5 and Chapter 4.15 of the Listing Guide;
- (dd) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (ee) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, save for the fact that the Investor Shares cannot be subscribed for by or traded between legal or natural persons of the PRC except for certain QDII in the PRC, qualified PRC investors under the Shanghai-Hong Kong Stock Connect or the Shenzhen-Hong Kong Stock Connect and other persons who are entitled to hold the H Shares pursuant to the relevant PRC laws and regulations or upon approvals of any competent authorities, the Investor Shares will, when delivered

to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

- (d) none of the Company, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) and clause 13 (Process Agent) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information

concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in

clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	Email: contact@harbourviewinvestment.com Attention: Zian Wang	Cc : Harbourview Investment Pte. Ltd. 3 Temasek Avenue Level 18 Centennial Tower Singapore 039190
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnppari bas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

9.2 Any notice delivered hereunder shall be delivered by hand, or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance

with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign

or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints Ogier Global (Hong Kong) Limited at 11th Floor Central Tower 28 Queen's Road Central Hong Kong , to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

14. COUNTERPARTS

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

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

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司

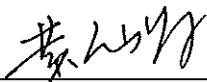


Xue Xiaoqiao (薛小桥)
Director 董事

FOR AND ON BEHALF OF:

**PANJING HARBOURVIEW INVESTMENT FUND
(盘京港景投资基金)**

By:



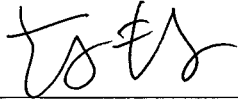
Name:
HUANG JINWEI

Title:
DIRECTOR

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

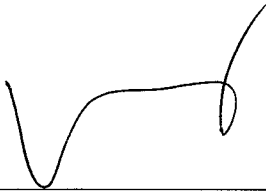
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:

Handwritten signature of WANG Ren in black ink, consisting of stylized Chinese characters.

Name: WANG Ren

Title: Managing Director

Handwritten signature of JIANG Xiong Xiao in black ink, featuring a large 'V' shape followed by a horizontal line and a loop.

Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	OC-340026
Business registration number:	340026
LEI number (if any):	2138003SRGFIY4K6LU94
Business address and telephone number and contact person:	89 Nexus Way, Camana Bay Grand Cayman, KY1-9009 Cayman Islands Email: contact@harbourviewinvestment.com Contact: Zian Wang
Principal activities:	Hedge Fund
Ultimate controlling shareholder(s):	Harbourview Asia Limited
Place of incorporation of ultimate controlling shareholder(s):	British Virgin Islands
Business registration number and LEI number of ultimate controlling shareholder(s):	2015921
Principal activities of ultimate controlling shareholder(s):	Pure Equity Holding Company

Shareholder and interests held:

Xiao Jian / 100%

Description of the Investor for insertion in the Prospectus:

Panjing Harbourview Investment Fund (“**Panjing Fund**”) is an exempted company incorporated with limited liability in the Cayman Islands under the Companies Act of the Cayman Islands. Panjing Fund is managed on a discretionary basis solely by its Investment Manager, Harbourview Investment Pte. Ltd. (“**Harbourview Investment**”), who holds a Capital Markets Services Licence issued by the Monetary Authority of Singapore.

Harbourview Investment pursues a long-short investment strategy in managing the assets of Panjing Fund and focuses on equities which are temporarily under-appreciated by the market but whose companies display great upside potential. Panjing Fund invests in a diverse portfolio comprising global listed equity securities and equity-related securities. Panjing Fund’s investments are not subject to any geographic limitation.

XIAO Jian, an Independent Third Party, is the ultimate beneficial owner of Panjing Fund, holding 100% of its interest. XIAO Jian and HUANG Jinwei, each an Independent Third Party, are the ultimate beneficial owners of Harbourview Investment, holding 60% and 40% of its interests, respectively.

As confirmed by Panjing Fund, no sub-fund is involved in this subscription of Offer Shares under its Cornerstone Investment Agreement.

基石投资协议

2026 年 4 月 23 日

可孚医疗科技股份有限公司

及

FR M CONSULTING CO., LTD

及

华泰金融控股（香港）有限公司

及

法国巴黎证券（亚洲）有限公司

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本协议（本“协议”）于 2026 年 4 月 23 日订立

订约方：

- (1) 可孚医疗科技股份有限公司，一家根据中国法律注册成立并于深圳证券交易所上市的有限公司（证券代码：301087.SZ），注册办事处位于中国湖南省长沙市雨花区振华路 816 号（“本公司”）；
- (2) FR M CONSULTING CO., LTD，一家于英属维尔京群岛注册成立的公司，其注册办事处位于 SUITE 05, 45/F, CHEUNG KONG CENTER, 2 QUEEN'S ROAD CENTRAL, HONG KONG（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 3 类（杠杆式外汇交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动化交易服务）及第 9 类（提供资产管理）受规管活动的法团（中央编号：AOK809），其主要经营地点为香港中环皇后大道中 99 号中环中心 62 楼（“华泰”）；及
- (4) 法国巴黎证券（亚洲）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动的法团（中央编号：AAF669），其主要经营地点位于香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼（“BNP”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）将其 H 股（定义见下文）于联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司进行的公开发售，以供香港公众人士认购初步 2,700,000 股 H 股（可予重新分配）（“香港公开发售”）；及
 - (ii) 有条件配售本公司发售的初步 24,300,000 股 H 股（可予重新分配），其中依据《证券法》（定义见下文）S 规例在美国境外向投资者配售（“国际发售”）。
 - (iii) 华泰及 BNP 担任全球发售的联席保荐人及整体协调人。
- (B) 投资者有意根据本协议所载条款及条件并在该等条款及条件的规限下，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及序言）中，除文义另有所指外，下列各词语及表达具有以下涵义：

“**联属人士**”除文义另有所指外，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或促使指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(g)条所赋予的涵义；

“**联系人 / 紧密联系人**”具有《上市规则》赋予该词的涵义，复数形式的“**联系人 / 紧密联系人**”须据此解释；

“**经纪佣金**”指按《上市规则》的《费用规则》第 7(1)段规定以 1%的总投资金额计算的经纪佣金；

“**营业日**”指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议的条款及条件认购投资者股份的交割；

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

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

“**关连人士 / 核心关连人士**”除文义另有所指外，具有《上市规则》赋予该词的涵义，复数形式的“**关连人士 / 核心关连人士**”须据此解释；

“**关联关系**”具有中国证监会备案规则赋予该词及诠释的涵义；

“**《合约（第三者权利）条例》**”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第 623 章）；

“**控股股东**”具有《上市规则》赋予该词的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会，一家负责监督及规管中国国家证券市场的监管机构；

“**中国证监会备案**”指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告），就全球发售或相关事宜向中国证监会作出或将会作出的任何函件、备案、信函、通信、文件、回复、承诺及提呈文件，包括其任何修订、补充及 / 或修改；

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

“**处置**”就任何相关股份而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何产权负担或同意设立任何产权负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)及(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)及(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)及(iii)段所述的任何前述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的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**经济制裁法**”指由美国财政部海外资产控制办公室(OFAC)、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁主管机关所实施的任何经济或金融制裁；

“**FINI**”具有《上市规则》赋予该词的涵义；

“**全球发售**”具有序言(A)所赋予的涵义；

“**政府部门**”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、权力机构或机构，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）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序言(A)所赋予的涵义；

“**H 股**”指本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；

“**获弥偿方**”具有第6.5 条所赋予的涵义，及按文义所指，单数形式的“**获弥偿方**”指他们中的任何一名获弥偿方；

“**国际发售**”具有序言(A)所赋予的涵义；

“**国际发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款及条件认购的 H 股数目，其根据附表一进行计算，并由本公司及整体协调人厘定；

“**联席保荐人**”具有序言(B)所赋予的涵义，及按文义所指，单数形式的“**联席保荐人**”指任何一名联席保荐人；

“**法律**”指所有相关司法管辖区的任何政府部门（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、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”在各种情况下指总投资金额的0.0027%证监会交易征费（或上市日期当时的交易征费）、0.00565%联交所交易费（或上市日期当时的交易费）及 0.00015%会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

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

“《上市规则》”指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指南和其他规定；

“禁售期”具有第 5.1 条所赋予的涵义；

“发售价”指根据全球发售提呈发售或出售 H 股的每股 H 股最终港元价格（不包括经纪佣金和征费）；

“整体协调人”指华泰及 BNP，即保荐人兼整体协调人（就本协议而言，不包括富途证券国际(香港)有限公司）；

“各方”指本协议指明的各方；及按文义所指，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

“自营投资基准”指投资者为其自身利益及投资目的而作出的投资，而非作为任何第三方的代理人行事，无论该投资是否为该投资者的任何股东或基金投资者的利益而作出；

“招股章程”指本公司就香港公开发售将在香港刊发的最终招股章程；

“公开文件”指本公司就国际发售刊发的初步发售通函和国际发售通函、就香港公开发售将在香港刊发的招股章程及本公司就全球发售可能刊发的其他文件和公告（均经不时修订或补充）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所赋予的涵义；

“相关股份”指投资者或投资者的全资附属公司根据本协议第 2.2 条认购的投资者股份（如有），以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）而自投资者股份产生的本公司任何股份或其他证券或权益；

“人民币”指人民币，为中国的法定货币；

“**受制裁人士**”指任何身为受制裁人士或由受制裁人士拥有 50%或以上权益或由受制裁人士控制的个人、组织或载体，且符合以下任何情形：

- (a) 被列入 OFAC 及美国国务院管理的清单（包括但不限于“特别指定国民及被封锁人员”），或根据联合国或任何其他国家经济制裁法所发布的任何针对性人员清单；
- (b) 属于受制裁地区的政府或其组成部分；
- (c) 由前述任何人士拥有、控制或代表其行事；
- (d) 位于受制裁地区、于该地区成立、以该地区为居留地或自该地区开展业务；或
- (e) 根据任何经济制裁法遭受其他形式的制裁；

“**受制裁地区**”指任何根据经济制裁法遭受全面出口、进口、金融或投资禁运的国家或其他地区，截至本协议日期，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、北韩及叙利亚；

“**《证券法》**”指经不时修订、补充或以其他方式修改的《1933 年美国证券法》以及据此颁布的规则和条例；

“**证监会**”指香港证券及期货事务监察委员会；

“**《证券及期货条例》**”指经不时修订、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》所赋予的涵义；

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

“**美国**”指美利坚合众国、其领土及属地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》所赋予的涵义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；

- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 凡提述“**条例**”之处均包括任何政府、政府间或超国家机构、机关、部门或任何监管机构、自律机构或其他权力机构或组织所颁布的任何条例、规则、官方指示、意见、通知、通告、命令、要求或指引（不论是否具有法律效力）；
- (h) 除另有指明外，凡提述时间和日期之处均分别提述香港时间和日期；
- (i) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (k) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由双方共同宽免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载条款不得予以宽免，且第 3.1(f)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款及条件的规限下：

- (a) 根据国际发售及作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际包销商的国际代表身份），按发售价认购投资者股份，而本公司将按发售价向投资者发行、配发及配售，以及整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可在不迟于上市日期前五(5)个营业日，向本公司、联席保荐人及整体协调人发出书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者，且(i)现时并非且未来不会成为美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人及整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为其本身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妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出充分且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第 2.2 条下的义务构成直接、主要和无条件的义务，须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，并应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中须解释为包括该全资附属公司。

2.3 [条款故意删除]

2.4 本公司及整体协调人（为其本身或代表全球发售的包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，有关厘定将为最终定论且对投资者具有约束力。

3. 交割条件

3.1 投资者在本协议下根据第 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，仅以于交割时或之前满足或各方共同宽免下列各项条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及 3.1(e)条所载条件不得予以宽免且第 3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人豁免）为前提：

- (a) 香港公开发售及国际发售的包销协议在不迟于该等包销协议指明的时间和日期订立且已生效并成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（为其本身及代表全球发售的包销商）已议定发售价，且各方已就全球发售签署定价协议；

- (c) 联交所上市委员会已批准 H 股上市及允许（包括投资者股份以及其他适用豁免和批准），且有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，且该接受通知及 / 或备案结果在 H 股开始于联交所买卖前未被驳回、撤回、撤销或作废；
- (e) 任何政府部门未制定或公布任何禁止完成全球发售或本协议下拟进行交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或禁制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认在所有方面均属（截至本协议日期）且将属（截至上市日期）准确、真实及完整且不具有误导性或欺诈性，以及投资者并未严重违反本协议。

3.2 倘各方于本协议日期后第一百八十(180)天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人共同豁免），投资者购买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）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再具有效力，本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将告停止及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期止期间任何违反投资者在本协议项下作出的有关声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，概不保证全球发售将会完成或不会延迟或终止或发售价将在公开文件所列的指示范围之内，若全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成，或发售价不在公开文件所列的指示范围之内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者兹放弃由于全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成或发售价不在公开文件所列的指示范围之内，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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据全球发售及作为全球发售的一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

- 4.2 不论交付投资者股份的时间及方式如何，投资者均须于上市日期或上市日期前至少一个营业日，以即时可用的结算资金，以港元通过电汇方式向整体协调人于上市日期前不迟于一(1)个完整营业日可能书面通知投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 [条款故意删除]
- 4.4 在根据第 4.2 条就投资者股份作出如期支付的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统，并记入投资者于不迟于上市日期前三(3)个营业日可能书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份户口。
- 4.5 投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，前提是投资者股份的支付须按上文第 4.2 条的规定进行，不论投资者股份的交付时间及方式如何。
- 4.6 倘若未在本协议规定的时间内按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自绝对酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告停止及终止（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对其提出的任何索赔）。在任何情况下，投资者均须按税后基准就每名获弥偿方可能因投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费或相关事宜而蒙受或招致的任何损失或损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并维持全额弥偿。
- 4.7 倘未能满足以下各项：(a)《上市规则》第 8.08(3)条的规定，即于上市日期由公众人士持有的 H 股中，三大公众股东实益拥有的百分比不得超过 50%；(b)《上市规则》第 19A.13A 条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第 19A.13C 条的自由流通量规定；或(e)《上市规则》中有关 H 股公众持股量的任何其他规定，则整体协调人及本公司有权全权酌情调整投资者认购的投资者股份数目分配，以符合《上市规则》的规定。
- 4.8 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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表均无须（不论共同或个别）就未能履行或延迟履行其于本协议项下的义务承担责任，且倘因本公司、联席保荐人、整体协调人及其各自的联属人士（视乎情况而定）无法控制的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或区域性紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动爆发或升级、大流行病、疾病或疫情（包括但不限于严重急性呼吸综合征、猪流感或禽流感、H5N1、H1N1、H1N7、H7N9、中东呼吸综合征及 COVID-19 及其相关 / 变异形态）的爆发、升级、变异或加剧、火灾、暴乱、叛乱、内乱、罢工、停工、其他工业行动、电力或其他供应全面故障、飞机碰

撞、技术故障、意外或机械或电气故障、电脑故障或任何资金传输系统失灵、禁运、劳资纠纷以及任何现有或未来法律的变更、任何现有或未来政府行为或类似情况）而无法履行或延迟履行其于本协议项下的义务，则本公司、联席保荐人及整体协调人均有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.3条的规限下，投资者为其本身及代表其全资附属公司（若投资者股份将由该全资附属公司（如有）持有）向本公司、联席保荐人及整体协调人约定、立约承诺并保证，未经本公司、联席保荐人及整体协调人各自事先书面同意，投资者不会并将促使其联属人士不会于自上市日期（包括该日）起至上市日期后六(6)个月之日（包括该日）止期间（“**禁售期**”）内的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行使的证券或代表接收上述各项的权利的任何证券，或同意、签订协议或公开宣布其签订该等交易的意图；(ii)允许其自身在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；(iv)同意或订约或公开宣布有意进行上述第(i)、(ii)及(iii)条所述的任何交易，于各情况下，须说明上述第(i)、(ii)及(iii)条所述的任何交易是否将通过交付相关股份或可转换、可行使或可交换为相关股份的其他证券以现金或其他方式进行结算。
- 5.2 本公司、联席保荐人及整体协调人确认，于第5.1条所订的禁售期届满后，在遵守适用法律规定的前提下，投资者可自由处置任何相关股份，惟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，并须尽一切合理努力确保任何有关处置不会导致H股出现混乱或虚假市场，且在其他方面符合所有适用法律的规定。
- 5.3 第5.1条的任何内容不得阻止投资者向其任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：
- (a) 在进行该转让前，该全资附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已作出第6条规定的相同承认、确认、声明、陈述及保证；
 - (c) 投资者及投资者的有关全资附属公司须被视为有关其所持所有相关股份的投资者，并共同及各别地承担本协议订明的所有责任及义务；
 - (d) 若在禁售期届满前的任何时间，该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公

司须或投资者须促致该附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺将促使该全资附属公司将受投资者在本协议项下的义务约束，包括但不限于本第 5 条对投资者施加的限制，及作出本协议规定的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议订明的所有责任及义务；及

- (e) 该全资附属公司(i)现时并非且未来不会成为美国人士，亦不会为美国人士的账户或利益收购相关股份；(ii)现时且未来位于美国境外；及(iii)根据《证券法》S 规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除取得本公司、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直接及间接所持股份总数占本公司全部已发行股本的百分比于任何时间均须低于本公司全部已发行股本的 10%（或《上市规则》中不时就“主要股东”的定义规定的其他百分比），且于上市日期后 12 个月期间内不会成为本公司核心关连人士（定义见《上市规则》），以及投资者及其紧密联系人（定义见《上市规则》）直接及间接所持股份总数占本公司全部已发行股本的百分比不得导致公众人士（按《上市规则》的定义及联交所的诠释，包括但不限于《上市规则》第 8.08 条）所持本公司证券总数低于《上市规则》规定的百分比或联交所可能不时批准并适用于本公司的其他相关百分比。投资者同意在其知悉任何上述情况时书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意，其乃按自营投资基准持有本公司股本，并应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准持有本公司股本。除非《上市规则》允许或联交所批准，投资者不得，并须促使其控股股东、联系人及其各自的实益拥有人均不得，通过累计投标过程申购或下单购买全球发售的 H 股（投资者股份除外），亦不得申购香港公开发售的 H 股。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表均不得直接及间接与本公司、本公司的控股股东（定义见招股章程）、本集团任何其他成员公司或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第 2.5 及 4.15 章或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙

人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示范围内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并作为展示文件；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，必要时与本公司、联交所、证监会及其他政府部门共享，并会纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人（定义见《上市规则》）披露，且所有该等资料在各方面均属真实、完整及准确，且并无误导成分；
- (d) 投资者承认及同意，本公司、联席保荐人及整体协调人可向政府部门（包括但不限于联交所、证监会及中国证监会）提交有关其购买H股或根据本协议参与配售的资料；且投资者承认及承诺披露及提供通过掉期安排或其提供或管理的其他金融或投资产品投资H股的其他直接或间接投资者的所有必要资料（包括但不限于身份及认购金额）；
- (e) 发售价将完全根据全球发售的条款及条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际包销商的国际代表身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及细则或其他组成或章程文件及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》、《上市规则》第18项应用指引或《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 联席保荐人、整体协调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《上市规则》的相关规定，包括但不限于(a)《上市规则》第8.08(3)条的规定，即于上市日期由公众人士持有的H股中，三大公众股东实益拥有的百分比不得超过50%；(b)《上市规则》第19A.13A条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第19A.13C条的自由流通量规定；

- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (k) 本公司、联席保荐人、整体协调人及彼等各自的任何联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表及参与全球发售的任何其他方概不就收购投资者股份或有关投资者股份的任何交易产生的任何税项、法律、货币、经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为其利益直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或以任何其他司法管辖区任何人士的名义或为其利益而进行，而有关司法管辖区适用法律允许者除外；
- (m) 其明白及同意，仅可(A)根据《证券法》第144条或其项下其他适用豁免于美国境内；或(B)依据《证券法》S规例在美国境外于“离岸交易”（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (n) 其明白，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）、高级人员、雇员、代理、顾问、联系人、合伙人及代表概无就《证券法》项下第144条或任何其他可用豁免是否适用于后续再发售、转售、质押或转让投资者股份作出任何声明；
- (o) 除非第5.3条作出规定，否则若一家附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (p) 投资者在法律许可的最大范围内不可撤销地豁免其可能针对任何联席保荐人、整体协调人、其他包销商及本公司、其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问及代表因本协议和全球发售或就其提起的任何索赔；
- (q) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），且在不对其已订立的任何保密协议造成不利影响的情况下，其：
 - (i)除严格以按需知情基准向其联属人士、附属公司、董事、高级人员、

雇员、顾问及代表（“获授权接收人”）披露有关信息仅作评估投资投资者股份用途，或按法律另行规定进行披露外，不得向任何人士披露该信息，直至有关信息因投资者或其任何获授权接收人过错以外的原因而成为公开信息为止；(ii)尽力确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

- (r) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (s) 在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，本协议整体或单独不构成出售证券的要约；
- (t) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

- (u) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（无论是否由本公司、联席保荐人、整体协调人或其各自的董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士或其他人士），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (v) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (x) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审查或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、合伙人、顾问、代理或代表或参与全球

发售的任何其他人士，均不对收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

- (y) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、代表、联系人及合伙人以及参与全球发售的任何人士并未就将存在投资者股份的公开或活跃市场作出担保；
- (z) 若全球发售因任何原因延迟、终止或未完成，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）、高级人员、雇员、合伙人、顾问、代理或代表对投资者或其附属公司不承担任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数；及(iii)提呈发售的H股的其他调整或重新分配、发售价范围及联交所可能批准且符合适用法律的最终发售价拥有绝对酌情权；
- (bb) 除本协议及投资者、本公司、联席保荐人及整体协调人订立的保密协议（如有）外，投资者（作为一方）与本公司、本公司任何股东、联席保荐人及 / 或整体协调人（作为另一方）并无订立其他与全球发售有关的协议；
- (cc) 投资者未因以下原因获得投资者股份，且投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与任何定向销售活动（定义见《证券法》S规例）或任何一般劝诱或一般广告（定义见《证券法》D规例第502(e)条），或以任何方式参与投资者股份的公开发售（定义见《证券法》第4(2)条）；
- (dd) H股的任何交易均须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》和任何其他适用法律、法规或任何主管证券交易所的相关规则对股票交易的限制；
- (ee) 任何要约、出售、质押或并非根据本协议限制作出的其他转让均不会得到本公司对相关股份的认可；及
- (ff) 投资者同意于上市日期或根据第4.5条协定的有关其他日期前至少一个营业日，支付总投资金额及相关经纪佣金与征费。

6.2 投资者进一步向本公司、联席保荐人及整体协调人各自进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案等）项下的资料，该等资料不会违反适用于投资者的所有法律，亦不会要求在投资者所在的司法管辖区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。截至本协议日期，所有批准均未被撤销，且投资者并不知悉任何可能导致批准失效、撤回或撤销的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购或收购（视情况而定）投资者股份将不会违反或导致投资者违反：**(i)**投资者各自的组织章程大纲及细则或其他组成或章程文件；**或(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式适用于投资者的法律；**或(iii)**对投资者具有约束力的任何协议或其他文书；**或(iv)**对投资者具有司法管辖权的任何政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括在联交所、证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）要求的时限内向其提供或促

使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者及其最终实益拥有人（如有）及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)交易结构（包括任何涉及投资者股份的掉期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拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表向监管机构披露任何投资者相关信息及 / 或于任何公开文件或《上市规则》或适用法律的要求或任何相关监管机构要求的其他公告或文件中披露；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其并非有关本协议下拟进行交易的任何联席保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级人员；
- (m) 其于《证券法》S规例所指“离岸交易”中于美国境外认购投资者股份，且其现时并非且未来不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 根据全球发售认购投资者股份时，投资者已自行评估《有关美国在受关注国投资特定国家安全技术与产品的规定》（“**对外投资规定规则**”）的适用性，并在进行任何有关评估时咨询其自有法律顾问，并仅依赖其法律顾问关于对外投资规定规则适用性的建议。投资者承认，本公司、整体协调人、联席保荐人、全球发售的包销商及其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人及顾问以及参与全球发售的各方均未作出任何陈述，且就对外投资规定规则不承担任何责任；
- (p) 投资者及投资者实益拥有人及 / 或联系人(i)正为投资者自身利益或投资者实

益拥有人及 / 或联系人的利益认购本公司的投资者股份，且投资者股份的认购来自投资者及 / 或投资者的实益拥有人及 / 或联系人；(ii)为独立于本公司或其任何附属人士的第三方；(iii)并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力；(v)并非受(a)本公司的任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、监事（如适用）、行政总裁、控股股东、主要股东、现有股东或任何前述人士的紧密联系人（定义见《上市规则》）之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi)与公司或其任何股东，除以书面形式向本公司、联席保荐人及整体协调人披露者外，并无任何关联关系；

- (q) 投资者将通过香港结算的FINI系统向联交所和香港结算提供须提交的必要资料，并确保投资者提供的所有此类资料在所有重要方面均属真实、完整及准确，且该等资料将按需要与本公司、联交所、证监会及其他监管机构共享，并将纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人披露；
- (r) 投资者将使用其自有资金认购投资者股份，且其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (s) 投资者、其实益拥有人及 / 或联系人均非(i)全球发售的联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、包销商、牵头经纪商或分销商中任何人士的“关连客户”；(ii)本公司任何现有股东的“紧密联系人”；或(iii)代理公司（除非最终实益拥有人的姓名均披露于《上市规则》附录F1《股本证券的配售指引》的1C段）。词语“关连客户”、“牵头经纪商”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (t) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (u) 投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或现有股东或上述任何职位的提名人士；
- (v) 除先前以书面形式通知联席保荐人及整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI包销商名单模板所述或由FINI界面或《上市规则》要求披露并与包销商相关的任何包销商类别（“基石投资者”除外）；或(b)《上市规则》（包括但不限于第12.08A条）要求须于本公司的分配结果公告识别的任何包销商组别；

- (w) 投资者并未及将不会就分销H股与任何“分销商”（定义见《证券法》）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (x) 各投资者及其董事、监事（如适用）、高级人员、雇员或代理均非受制裁人士；
- (y) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第2.5章及4.15章的条文以及证监会颁布的相关指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (z) 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的总持股量（直接及间接）不得导致公众持有的本公司证券总额（具有《上市规则》所界定的含义）低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (aa) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、其附属公司、关连人士、任何联席保荐人或整体协调人或全球发售的包销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (bb) 投资者或其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表与本公司或其控股股东（定义见招股章程）、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）、高级人员、雇员或代理尚未或将不会订立或作出协议或安排（包括与《上市规则》（包括《上市指南》第2.5章及第4.15章或香港监管机构发布的其他书面指引）不符的任何附加函件）；
- (cc) 除依据本协议外及 / 或在符合《上市指南》第2.5章及第4.15章的情况下，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单；
- (dd) 除本协议所规定外，投资者并未就投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺；及
- (ee) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及 / 或联系人并无及不会订立任何与投资者股份相关的掉期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声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构及 / 或本公司、联席保荐人及整体协调人及其各自联属人士提供及 / 或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b)条条文的条件下，

若在本公司、联席保荐人及整体协调人全权视为必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能就全球发售发布或另行向任何相关监管机构提呈的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人及 / 或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺诈性，且其将立即以书面形式通知有关说明的任何更改，并向本公司、联席保荐人及整体协调人提供意见及更新的信息及 / 或支持文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第 6.1 及 6.2 条所载保证、承诺、声明、协议、确认及承认。投资者承认，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附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺诈性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 经要求后，投资者同意及承诺，投资者对由于投资者或其各自的高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及全球发售的包销商（代表自身或以信托的行事代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；

- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载付款全额支付及禁售期的规限下，除投资者股份不得由中国的法人或自然人认购或在中国境内的若干合格境内机构投资者、沪港通或深港通下的合格中国投资者以及根据相关中国法律法规或经任何主管部门批准有权持有H股的其他人之间进行交易外，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 本公司、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺。

6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条、第4.6条或第4.8条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.3条转让投资者股份）于全球发售交割或之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或各联席保荐人及整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2 在不影响第 7.3 条的情况下，倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外）及各方于本协议下的权利及责任（除下文第 11 及 12 条所载权利外）须终止，且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

- 7.3 尽管有前述规定、第 6.5 条及投资者在本协议中作出的弥偿，即使本协议终止，第 10 条（一般条款）及第 13 条（法律程序文件代理）在任何情况下均应继续有效。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、联席保荐人及 / 或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及 / 或整体协调人或代表本公司、联席保荐人及 / 或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
- (c) 任何适用法律、对其具有司法管辖权的任何政府部门或机构（包括联交所、证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府部门可能要求任何一方作出的其他行为。

- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，惟投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意的情况除外。

- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人合作，以确保公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺诈性及公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 投资者承诺立即提供与制备第 8.1 条所述须作出的任何披露有关的所有合理要求的协助（包括提供与此相关的进一步资料及 / 或支持文件、其背景资料、其与本公司的关系、其所有权（包括最终实益拥有权）及 / 或与该等事宜相关的其他可能被本公司、联席保荐人或整体协调人合理要求的资料），以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. 通知

- 9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

相关方	联络信息	地址
本公司	电邮： xuexiaoqiao@cofoe.com 收件人：薛小桥	中国湖南省长沙市雨花区振华路 816 号
投资者	电邮：frmconsult@126.com 收件人：曾少鹏	SUITE 05, 45/F, CHEUNG KONG CENTER, 2 QUEEN'S ROAD CENTRAL, HONG KONG
华泰	电邮：projecth87@htsc.com 收件人：H87 项目交易团队	香港皇后大道中 99 号中环中心 62 楼
BNP	电 邮： list.cib.projecth87@asia.bnpparibas.com 收件人：H87 项目交易团队	香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼

- 9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮资邮寄的方式送出。任何通知在以下情况下视为已获接收：若以专人递送方式送出，则于送出时；若以传真方式送出，则于收到传送确认时；若以电子邮件方式送出，则于发送完成后即刻生效（以发件人发送电邮的设备所记录的发送时间为准，而不论该电邮是否获确认收悉，惟发件人收到电邮未能送达的自动回复信息则除外）；及

若以预付邮资邮寄方式送达，则在无证据证明较早收到的情况下，于邮寄后 48 小时（如以航空邮件发出，则为邮寄后六日）。凡于非营业日收到的任何通知，均视为于其后首个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下各联席保荐人及整体协调人的义务均为分别义务（而非共同或共同连带义务）。任何联席保荐人或整体协调人均无须对其他联席保荐人或整体协调人未履行其在本协议项下义务的行为承担责任，且有关未履行义务的行为不影响其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人或整体协调人共同强制执行其依据本协议享有的任何或全部权利。
- 10.3 除明显错误外，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和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以英文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第 4 条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条。

- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人及整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或令其无效须根据于递交仲裁申请之日生效的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地须为香港，仲裁程序的管辖法律须为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定

及裁决，对各方具有法律约束力，可在具有司法管辖权的任何法院登录及强制执行，而各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地在 SUITE 05, 45/F, CHEUNG KONG CENTER, 2 QUEEN'S ROAD CENTRAL, HONG KONG 委任曾少鹏为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或被投资者接收）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、联席保荐人及整体协调人认可的替代法律程序文件代理，并在新法律程序文件代理接受委任后三十(30)天内向本公司、联席保荐人及整体协调人发送其接受委任文件的副本。

14. 副本

- 14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，但所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Cofoe Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



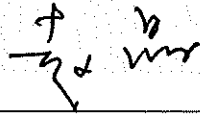
Xue Xiaoqiao (薛小桥)
Director 董事

(本页为可孚医疗科技股份有限公司《基石投资协议》签署页)

为及代表:

FR M CONSULTING CO., LTD

签署人:

A handwritten signature in black ink, appearing to be '赵晶' (Zhao Jing), written above a horizontal line.

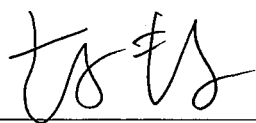
姓名: 赵晶

职衔: 董事

为及代表:

华泰金融控股(香港)有限公司

签署人:

A handwritten signature in black ink, appearing to be '蒋静' (Jiang Jing), written over a horizontal line.

姓名: 蒋静

职衔: 执行董事

为及代表:

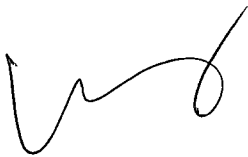
法国巴黎证券(亚洲)有限公司

签署人:



姓名: WANG Ren

职衔: 董事总经理



姓名: JIANG Xiong Xiao

职衔: 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)3,000,000 美元的等值港元（按招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价所得数目，向下约整至最接近 100 股 H 股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中“全球发售架构 – 定价及分配 – 重新分配”一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以(i)符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由三大公众股东实益拥有的百分比不得超过50%；及(ii)遵守《上市规则》下的相关最低要求，包括但不限于《上市规则》第19A.13A条下的公众持股量要求、《上市规则》第19A.13C条下的自由流通量要求及《上市规则》附录F1所载配售指引。

附表二

投资者详情

投资者

注册成立地：	英属维尔京群岛
注册证书编号：	2121041
商业登记号码：	不适用
LE 号码（如有）：	不适用
商业地址及电话号码及联络人：	SUITE 05, 45/F, CHEUNG KONG CENTER, 2 QUEEN'S ROAD CENTRAL, HONG KONG, 曾少鹏, +86 17600109319
主要业务：	证券市场投资
最终控股股东：	张国锋先生
最终控股股东的注册地：	不适用
最终控股股东的商业登记号码及 LEI 号码：	不适用
最终控股股东的主要业务：	不适用
股东及所持权益：	100%
投资者在招股章程中的描述：	FR M CONSULTING CO., LTD (“ FR M CONSULTING ”)为一家于英属维尔京群岛注册成立的有限责任公司，主要从事证券市场投资。其投资组合包括投资于医疗

保健、生物科技及矿业领域的香港上市公司。张国锋先生（一名独立第三方）为 FR M CONSULTING 的最终实益拥有人。张先生主要从事投资及企业管理工作，并曾以个人名义投资于（其中包括）医疗保健及生物科技行业的营运公司。

相关投资者类别（联交所FINI承配人名单
模板所述或由FINI界面要求披露）： 基石投资者

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofee Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

HONGKONG HQD Industry Limited
(香港漢清達實業有限公司)

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **HongKong HQD Industry Limited (香港漢清達實業有限公司)**, a company incorporated in Hong Kong, whose registered office is at OFFICE UNIT A2 ON 11TH FLOOR, NCB INNOVATION CENTRE, NO. 888 LAI CHI KOK ROAD KLN, HONG KONG (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.
- (B) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

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

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

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as

calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“Joint Sponsors” has the meaning given to it in Recital (B), and **“Joint Sponsor”** shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“Overall Coordinators” means Huatai and BNP, the sponsor-overall coordinators of the Company, and solely for the purpose of this agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator of the Company, and **“Overall Coordinator”** shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

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

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

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

2. INVESTMENT

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance

and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 [Intentionally deleted]

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

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times

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

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or at least one business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally deleted]
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.
- 4.8 Each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or

contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such wholly-owned subsidiary (i) is not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii)

is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 19A.13A of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.
- 5.5 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise permitted under the Listing Rules or approved by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents.
- 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time

period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion

for the purpose of satisfying the relevant requirements under the Listing Rules, including but not limited to (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules;

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other

materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters in connection with the Global Offering and their respective directors, supervisors

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

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors,

supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (cc) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) or any general solicitation or general advertising (within the meaning of Rule 502(e) of Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;
- (dd) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made at least one business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

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

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

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

contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor has made its own assessment as to the applicability of the Provisions Pertaining to U.S. investments in Certain National Security Technologies and Products in Countries of Concern (the “**OIR Rule**”) on its subscription of the Investor Shares pursuant to the Global Offering and has consulted its own legal advisors as it deems appropriate in making any such assessment and only relied on the advice of its legal advisors as to the applicability of the OIR Rule. The Investor acknowledges that none of the

Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering has made any representations, and has no liability to it with respect to the OIR Rule;

- (p) the Investor and the Investor's beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor's own account or the account of the Investor's beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor's beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors, (ii)

“close associate” of any existing shareholder of the Company, or (iii) nominee companies unless the name of the ultimate beneficiary is disclosed each as described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (w) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;
- (y) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (z) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (aa) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates,

if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (bb) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or shall be entered into or made between the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives on the one hand and the Company or its Controlling Shareholders (as defined in the Prospectus), any member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents;
- (cc) none of the Investor or any of its associates has applied for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 2.5 and Chapter 4.15 of the Listing Guide;
- (dd) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (ee) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, save for the fact that the Investor Shares cannot be subscribed for by or traded between legal or natural persons of the PRC except for certain QDII in the PRC, qualified PRC investors under the Shanghai-Hong Kong Stock Connect or the Shenzhen-Hong Kong Stock Connect and other persons who are entitled to hold the H Shares pursuant to the relevant PRC laws and regulations or upon

approvals of any competent authorities, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

- (d) none of the Company, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) and clause 13 (Process Agent) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to

the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	Email: feitianmaotai@hqdwork.com Attention: Lou Kaikai	OFFICE UNIT A2 ON 11TH FLOOR, NCB INNOVATION CENTRE, NO. 888 LAI CHI KOK ROAD KLN, HONG KONG
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnppari bas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and

no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by the courts of Hong Kong, which shall have exclusive jurisdiction. The Parties irrevocably agree to submit to the jurisdiction of such courts and agrees that any proceedings in respect of a Dispute may be brought in such courts.

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints Lou Kaikai at OFFICE UNIT A2 ON 11TH FLOOR, NCB INNOVATION CENTRE, NO. 888 LAI CHI KOK ROAD KLN, HONG KONG, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and

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

14. COUNTERPARTS

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

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

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

为及代表:

香港汉清达实业有限公司

签署人:  For and on behalf of
HongKong HQD Industry Limited
香港漢清達實業有限公司

.....
Authorized Signature(s)

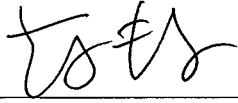
姓名: 楼凯凯

职衔: 投资总监

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

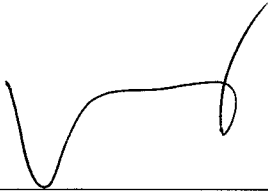
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:

Handwritten signature of Wang Ren in black ink, consisting of stylized Chinese characters.

Name: WANG Ren

Title: Managing Director

Handwritten signature of Jiang Xiong Xiao in black ink, featuring a large 'V' shape followed by a horizontal line and a loop.

Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,500,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	2761360
Business registration number:	70031970
Business address and telephone number and contact person:	OFFICE UNIT A2 ON 11TH FLOOR, NCB INNOVATION CENTRE, NO. 888 LAI CHI KOK ROAD KLN, HONG KONG; Lou Kaikai; +86 170 5334 9999
Principal activities:	Principally engaged in the import and export trading of electronic products, electronic components, digital products and sports wearable devices
Ultimate controlling shareholder(s):	Mr. Hou Shoushan (侯守山)
Shareholder and interests held:	Mr. Hou Shoushan (侯守山); 100%
Description of the Investor for insertion in the Prospectus:	HongKong HQD Industry Limited (“ HQD Industry ”) is a company incorporated in Hong Kong with limited liability and is principally engaged in the import and export trading of electronic products, electronic components, digital products and sports wearable devices. Mr. Hou Shoushan (侯守山), an Independent Third Party, is the ultimate beneficial owner of HQD Industry and holds 100% of its equity interest.
Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be	Cornerstone investor

disclosed by the FINI interface in relation
to placees:

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofee Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

Da Cheng International Asset Management Company Limited
(大成國際資產管理有限公司)

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **Da Cheng International Asset Management Company Limited (大成國際資產管理有限公司)**, a company incorporated in Hong Kong, whose registered office is at SUITES 3513-3519, JARDINE HOUSE, 1 CONNAUGHT PLACE, CENTRAL, HONG KONG (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.
- (B) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

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

“Joint Sponsors” has the meaning given to it in Recital (B), and **“Joint Sponsor”** shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“Overall Coordinators” means Huatai and BNP, the sponsor-overall coordinators of the Company, and solely for the purpose of this agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator of the Company, and **“Overall Coordinator”** shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third

parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a

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

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 [Intentionally deleted]

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

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

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

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

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or at least one business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally deleted]
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float

requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.8 Each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of

Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such wholly-owned subsidiary (i) is not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 19A.13A of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.
- 5.5 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise permitted under the Listing Rules or approved by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is

not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including but not limited to (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing

Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules;

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective

affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;

- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters in connection with the Global Offering and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty,

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

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (cc) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) or any general solicitation or general advertising (within the meaning of Rule 502(e) of Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;
- (dd) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made at least one business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

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

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

governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

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

Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor has made its own assessment as to the applicability of the Provisions Pertaining to U.S. investments in Certain National Security Technologies and Products in Countries of Concern (the “**OIR Rule**”) on its subscription of the Investor Shares pursuant to the Global Offering and has consulted its own legal advisors as it deems appropriate in making any such assessment and only relied on the advice of its legal advisors as to the applicability of the OIR Rule. The Investor acknowledges that none of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors,

supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering has made any representations, and has no liability to it with respect to the OIR Rule;

- (p) the Investor and the Investor's beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor's own account or the account of the Investor's beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor's beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors, (ii) "close associate" of any existing shareholder of the Company, or (iii) nominee companies unless the name of the ultimate beneficiary is disclosed each as

described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (w) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;
- (y) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (z) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (aa) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (bb) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or shall be entered into or made between the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives on the one hand and the Company or its Controlling Shareholders (as defined in the Prospectus), any member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents;
- (cc) none of the Investor or any of its associates has applied for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 2.5 and Chapter 4.15 of the Listing Guide;
- (dd) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares¹; and
- (ee) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

¹ To add guarantor reps and warranties (if applicable).

deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, save for the fact that the Investor Shares cannot be subscribed for by or traded between legal or natural persons of the PRC except for certain QDII in the PRC, qualified PRC investors under the Shanghai-Hong Kong Stock Connect or the Shenzhen-Hong Kong Stock Connect and other persons who are entitled to hold the H Shares pursuant to the relevant PRC laws and regulations or upon

approvals of any competent authorities, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

- (d) none of the Company, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) and clause 13 (Process Agent) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to

the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	Email: sidney.xu@dcfund.com.hk Attention: Sidney XU	SUITES 3513-3519,JARDINE HOUSE,1 CONNAUGHT PLACE, CENTRAL, HONG KONG
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnpparibas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and

no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by the courts of Hong Kong, which shall have exclusive jurisdiction. The Parties irrevocably agree to submit to the jurisdiction of such courts and agrees that any proceedings in respect of a Dispute may be brought in such courts.

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints Sidney XU at SUITES 3513-3519, JARDINE HOUSE, 1 CONNAUGHT PLACE, CENTRAL, HONG KONG, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and

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

14. COUNTERPARTS

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

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

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

FOR AND ON BEHALF OF:

Da Cheng International Asset Management Company Limited

By:

A handwritten signature in black ink, appearing to read 'Lam', is positioned above a horizontal line.

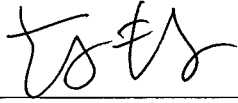
Name: LAM Chun Fai

Title: Managing Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

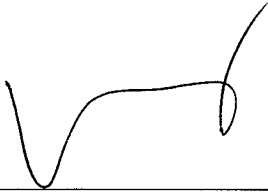
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:

Handwritten signature of WANG Ren in black ink, consisting of stylized Chinese characters.

Name: WANG Ren

Title: Managing Director

Handwritten signature of JIANG Xiong Xiao in black ink, featuring a large 'V' shape followed by a horizontal line and a loop.

Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1320526
Business registration number:	50507264
Business address and telephone number and contact person:	SUITES 3513-3519,JARDINE HOUSE,1 CONNAUGHT PLACE, CENTRAL, HONG KONG; Sidney XU; 852 37656729
Principal activities:	Pursuant to the SFO, Da Cheng International Asset Management Company Limited was licensed to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities, and it obtained the qualification as an investment manager of the National Social Security Fund in 2015 to serve as an investment manager of the National Council for Social Security Fund of the People's Republic of China (全國社會保障基金理事會).
Shareholder and interests held:	Dacheng Fund Management Company Limited; 100%
Description of the Investor for insertion in the Prospectus:	Established in Hong Kong on March 19, 2009 with registered capital of HK\$200 million, Da Cheng International Asset Management Company Limited (“ Da Cheng International ”), a wholly-owned subsidiary of Dacheng Fund Management Company Limited (“ Dacheng Fund ”), strives to provide comprehensive and integrated asset management and investment consultancy services for its clients. No single ultimate

beneficial owner holds 30% or more interest in Dacheng Fund. Pursuant to the SFO, Da Cheng International was licensed to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities, and it obtained the qualification as an investment manager of the National Social Security Fund in 2015 to serve as an investment manager of the National Council for Social Security Fund of the People's Republic of China (全國社會保障基金理事會). Da Cheng International acts as the investment manager or investment advisor, with discretionary investment power for Da Cheng China Balanced Fund which is managed or sub-managed by Da Cheng International. No single ultimate beneficial owner holds 30% or more interests in Da Cheng China Balanced Fund. Da Cheng International has a mature product line, which consists of public funds (including investments in China's securities markets and overseas securities markets), private funds and portfolios of discretionary accounts. Da Cheng International is one of the eleven Hong Kong subsidiaries with QFII/RQFII qualifications issued by CSRC and one of the only four holders of the National Social Security Fund Overseas Investment Manager qualification. In October 2018, Da Cheng International became one of the first batch to obtain the Hong Kong Stock Connect Overseas Investment Consultant Qualification.

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofoe Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

Sinohealth Technology Holdings Limited
(中康科技控股有限公司)

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **Sinohealth Technology Holdings Limited (中康科技控股有限公司)**, a limited liability company incorporated in Cayman Islands, whose registered office is at 89 Nexus Way, Camana Bay, Grand Cayman, KY1-9009, Cayman Islands (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

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

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

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

“**Investor Shares**” means the number of H Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as

calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“Joint Sponsors” has the meaning given to it in Recital (B), and **“Joint Sponsor”** shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“Overall Coordinators” means Huatai and BNP, the sponsor-overall coordinators of the Company, and solely for the purpose of this agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator of the Company, and **“Overall Coordinator”** shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

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

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

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

2. INVESTMENT

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance

and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 [Intentionally deleted]

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

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
 - (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all material respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be jointly waived by the Company, the Joint Sponsors and the Overall Coordinators) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors and the Overall Coordinators), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest forthwith and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Investor, the Company, the Joint Sponsors and/or the Overall Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor or the Company the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor or the Company (as the case maybe) under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Company will use its best efforts to ensure that the Global Offering is duly completed. The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Joint Sponsors or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Joint Sponsors and/or the Overall Coordinators or their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or

terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for on the Listing Date contemporaneously with the closing of the International Offering on a delivery versus payment basis.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit no later than 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than three (3) clear business days prior to the due date of payment, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally removed]
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.
- 4.8 Each of the Investor, the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Investor, the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Investor, the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators which shall not be unreasonably withheld, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities; (ii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iii) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i) and (ii) above, in each case whether any of the foregoing transactions described in (i) and (ii) above is

to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

For the avoidance of doubt and subject to this clause 5.1, the restriction on disposal contained in this Agreement is not intended to apply to any purchase, swap or other derivative arrangement, contract to purchase, sale, contract to sell, short sale or other purchase, transfer or disposal of Shares or other securities in the Company (other than with respect to the specific prohibition set forth in this clause 5.1 above regarding Relevant Shares) consummated through open market transactions following the commencement of dealings in the H Shares on the Stock Exchange.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and

restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

- (e) such wholly-owned subsidiary (i) is not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. Notwithstanding the foregoing, the Investor may refuse to provide any information to the Company, the Joint Sponsors and/or the Overall Coordinators which are considered by the Investor as commercially sensitive, save where such request is made in order to comply with any applicable Laws or pursuant to the request of any applicable Governmental Authority. Unless otherwise permitted under the Listing Rules or approved by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or without prejudice to the Investor's rights under clause 6.1(e), if the Offer Price is not within the indicative range set forth in the Public Documents, except to return the Investor any amounts paid under Clause 3.2;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering;
- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto save and except that the Offer Price shall not be higher than HK\$39.33 per H Share (the “**Highest Price**”). In the case where the Offer Price determined is higher than the Highest Price stipulated herein, the Investor has the option at its sole discretion to unilaterally terminate this Agreement or to proceed with the acquisition of the Investor Shares at the Offer Price on the date on which such Offer Price is determined and notified to the Investor in writing by the Joint Sponsors and Overall Coordinators;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (i) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (j) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

- (k) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (l) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (m) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering; prior to the publication of the Prospectus, it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(m)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(m)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (n) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (o) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (p) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (q) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or

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

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

financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (u) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (v) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise, except to return the Investor any amounts paid under Clause 3.2;
- (w) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (x) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Joint Sponsors and the Overall Coordinators in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (g) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (h) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly through the Company, the Joint Sponsors and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s), if any, of the Investor Shares and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription of the Investor Shares (including, without limitation, their respective name(s) and place(s) of incorporation), (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries,

directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (i) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (j) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (l) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) to the best knowledge of the Investor, the Investor and the Investor’s beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor’s own account or the account of the Investor’s beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor’s beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial

shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (o) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (p) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) to the best knowledge of the Investor, each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors, (ii) "close associate" of any existing shareholder of the Company, or (iii) nominee companies unless the name of the ultimate beneficiary is disclosed each as described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) to the best knowledge of the Investor, neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in the Securities Act) with respect to the

distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time);
- (w) to the best knowledge of the Investor, none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (y) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators as soon as reasonably practicable in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any material respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of Cayman Islands;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights

and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

- (d) none of the Company and its controlling shareholders (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) and clause 13 (Process Agent) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate in all material respects and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes as soon as reasonably practicable to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or

supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	Email: yuboqian@sinohealth.cn liyingxi@sinohealth.cn Attention: Project KF	13F, Building A, Fuliyingtai Plaza, Tianhe District, Guangzhou City, Guangdong Province, PRC
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnpparibas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

- 9.2 Any notice delivered hereunder shall be delivered by hand, or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid

post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection

with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor

on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by the courts of Hong Kong, which shall have exclusive jurisdiction. The Parties irrevocably agree to submit to the jurisdiction of such courts and agrees that any proceedings in respect of a Dispute may be brought in such courts.

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints Mr. Yu Boqian at Room 732, 7th Floor, Rykadan Tower, 135 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent’s acceptance of that appointment, within 30 days thereof.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed

counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

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

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



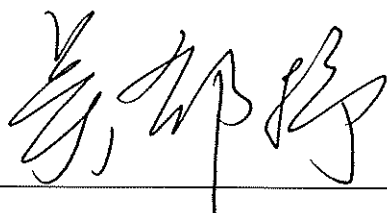
Xue Xiaoqiao (薛小桥)
Director 董事

FOR AND ON BEHALF OF:

Sinohealth Technology Holdings Limited

中康科技控股有限公司

By:

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

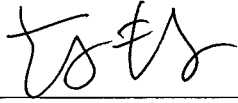
Name: Wu Yushu

Title: Executive Director

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

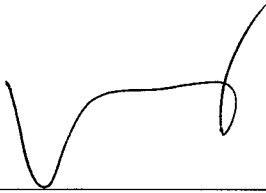
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:



Name: WANG Ren

Title: Managing Director



Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	348524
Business registration number:	73156777
LEI number (if any):	Not applicable
Business address and telephone number and contact person:	Room 732, 7 th Floor, Rykadan Tower, 135 Hoi Bun Road, Kwun Tong, Kowloon, Hong Kong Mr. Yu Boqian +86 177 2805 2306
Principal activities:	Holding company business
Ultimate controlling shareholder(s):	Mr. Wu Yushu
Place of incorporation of ultimate controlling shareholder(s):	Not applicable
Business registration number and LEI number of ultimate controlling shareholder(s):	Not applicable Not applicable
Principal activities of ultimate controlling shareholder(s):	Not applicable

Shareholder and interests held:	Not applicable
Description of the Investor for insertion in the Prospectus:	Sinohealth Technology Holdings Limited (“Sinohealth Technology”) is a limited liability company incorporated in the Cayman Islands and listed on the Stock Exchange (stock code: 2361.HK). The ultimate shareholder is Mr. Wu Yushu. The company is an AI technology service company based on health industry data elements and ecosystem resources. Adhering to an “AI-driven” development strategy that leverages the most comprehensive industrial big data network, ecosystem platform and leading AI technology, the group focuses on AI agent applications and data value exploration across all healthcare scenarios. It helps clients such as pharmaceutical manufacturers, pharmacies, hospitals and health management institutions to improve operational efficiency and decision-making optimisation, and is committed to building a whole life-cycle health management system, fulfilling the company’s mission of “developing smart healthcare industry and promoting smart healthy life”.
Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to placees:	Cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofee Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

ODI TRUST LIMITED

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **ODI Trust Limited**, a company incorporated in Hong Kong, whose registered office is at RM 4101, ENTERPRISE SQUARE III, 39 WANG CHIU RD, KOWLOON BAY, HK (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below)(the “**International Offering**”).
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.
- (B) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

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

“Joint Sponsors” has the meaning given to it in Recital (B), and **“Joint Sponsor”** shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“Overall Coordinators” means Huatai and BNP, the sponsor-overall coordinators, but solely for the purpose of this Agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator alongside Huatai and BNP, and **“Overall Coordinator”** shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third

parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a

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

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 [Intentionally deleted]

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

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

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

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

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or at least one business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally deleted]
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.5 Delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days prior to the Listing Date, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be

beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.8 Each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the

foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such wholly-owned subsidiary (i) is not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the

Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 19A.13A of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.
- 5.5 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise permitted by the Listing Rules or approved by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents.
- 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set

forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules,

including but not limited to (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules;

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other

materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters in connection with the Global Offering and their respective directors, supervisors

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

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors,

supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (cc) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) or any general solicitation or general advertising (within the meaning of Rule 502(e) of Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;
- (dd) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made at least one business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

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

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

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

contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor has made its own assessment as to the applicability of the Provisions Pertaining to U.S. investments in Certain National Security Technologies and Products in Countries of Concern (the “**OIR Rule**”) on its subscription of the Investor Shares pursuant to the Global Offering and has consulted its own legal advisors as it deems appropriate in making any such assessment and only relied on the advice of its legal advisors as to the applicability of the OIR Rule. The Investor acknowledges that none of the

Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering has made any representations, and has no liability to it with respect to the OIR Rule;

- (p) the Investor and the Investor's beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor's own account or the account of the Investor's beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor's beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors, (ii)

“close associate” of any existing shareholder of the Company, or (iii) nominee companies unless the name of the ultimate beneficiary is disclosed each as described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (w) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;
- (y) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (z) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (aa) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates,

if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (bb) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or shall be entered into or made between the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives on the one hand and the Company or its Controlling Shareholders (as defined in the Prospectus), any member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents;
- (cc) none of the Investor or any of its associates has applied for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 2.5 and Chapter 4.15 of the Listing Guide;
- (dd) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares¹; and
- (ee) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

¹ To add guarantor reps and warranties (if applicable).

warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, save for the fact that the Investor Shares cannot be subscribed for by or traded between legal or natural persons of the PRC except for certain QDII in the PRC, qualified PRC investors under the Shanghai-Hong Kong Stock Connect or the

Shenzhen-Hong Kong Stock Connect and other persons who are entitled to hold the H Shares pursuant to the relevant PRC laws and regulations or upon approvals of any competent authorities, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

- (d) none of the Company, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) and clause 13 (Process Agent) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to

the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.

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

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	ODI TRUST LIMITED Email: cs@oditrust.com Attention: Project H87	RM4101, ENTERPRISE SQUARE III, 39 WANG CHIU RD, KOWLOON BAY, HK
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnpparibas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

- 9.2 Any notice delivered hereunder shall be delivered by hand, or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance

with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign

or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by the courts of Hong Kong, which shall have exclusive jurisdiction. The Parties irrevocably agree to submit to the jurisdiction of such courts and agrees that any proceedings in respect of a Dispute may be brought in such courts.

12. IMMUNITY

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

13. PROCESS AGENT

- 13.1 The Investor irrevocably appoints GAO LIHUI at RM4101, ENTERPRISE SQUARE III, 39 WANG CHIU RD, KOWLOON BAY, HK, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Joint Sponsors and the Overall Coordinators, and to deliver to the Company, the Joint Sponsors and the Overall Coordinators a copy of the new process agent’s acceptance of that appointment, within 30 days thereof.

14. COUNTERPARTS

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

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

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

FOR AND ON BEHALF OF:

ODI TRUST LIMITED

By:

GAO LIHUI

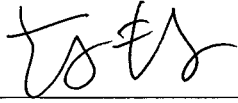
Name: GAO LIHUI

Title: DIRECTOR

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

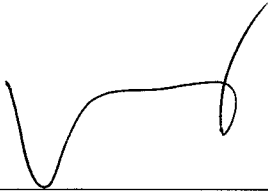
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:

A handwritten signature in black ink, appearing to be 'WANG Ren', written above a horizontal line.

Name: WANG Ren

Title: Managing Director

A handwritten signature in black ink, appearing to be 'JIANG Xiong Xiao', written above a horizontal line.

Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 1,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2
PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	HONG KONG
Certificate of incorporation number:	3331057
Business registration number:	75840520
LEI number (if any):	NA
Business address and telephone number and contact person:	RM4101, ENTERPRISE SQUARE III, 39 WANG CHIU RD, KOWLOON BAY, HK GAO LIHUI; 852-63689501
Principal activities:	TRUST
Ultimate controlling shareholder(s):	MACHO QUEEN LTD; INSPIREADVICE LTD; CRAFTCOUNSEI LTD; MOVE FUTURE LTD; THOUGHTWAVE LTD
Place of incorporation of ultimate controlling shareholder(s):	BVI
Business registration number and LEI number of ultimate controlling shareholder(s):	NA
Principal activities of ultimate controlling shareholder(s):	INVESTMENT
Shareholder and interests held:	100%

Description of the Investor for insertion in the Prospectus:

ODI TRUST LIMITED (“**ODI TRUST**”) is a proprietary investment company registered in the Hong Kong and regulated by the Hong Kong Trustee Ordinance with no shareholder with more than 30% equity interest in ODI TRUST. ODI TRUST subscribes the Offer Shares as a proprietary investment. As a professional institution, it provides services to clients in the capacity of a trustee. The company also holds a Trust or Company Service Provider (TCSP) license. ODI TRUST is a global integrated financial group, equipped with comprehensive financial licenses and cross-border financial service capabilities. ODI TRUST is dedicated to serving high-net-worth individuals, businesses, and financial institutions in the Asia-Pacific region, becoming their trusted cross-border financial partner.

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

Cornerstone investor

基石投资协议

2026年4月23日

可孚医疗科技股份有限公司

及

黃雪林

及

华泰金融控股（香港）有限公司

及

法国巴黎证券（亚洲）有限公司

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本协议（本“协议”）于 2026 年 4 月 23 日订立

订约方：

- (1) 可孚医疗科技股份有限公司，一家根据中国法律注册成立并于深圳证券交易所上市的有限公司（证券代码：301087.SZ），注册办事处位于中国湖南省长沙市雨花区环保东路一段 87 号（“本公司”）；
- (2) 黄雪林，持有香港身份证号码：M2137**(2)，地址为浙江省乐清市淡溪镇寺西村（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 3 类（杠杆式外汇交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动化交易服务）及第 9 类（提供资产管理）受规管活动的法团（中央编号：AOK809），其主要经营地点为香港中环皇后大道中 99 号中环中心 62 楼（“华泰”）；及
- (4) 法国巴黎证券（亚洲）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动的法团（中央编号：AAF669），其主要经营地点位于香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼（“BNP”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）将其 H 股（定义见下文）于联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司进行的公开发售，以供香港公众人士认购初步 2,700,000 股 H 股（可予重新分配）（“香港公开发售”）；及
 - (ii) 有条件配售本公司发售的初步 24,300,000 股 H 股（可予重新分配），其中依据《证券法》（定义见下文）S 规例在美国境外向投资者配售（“国际发售”）。
 - (iii) 华泰及 BNP 担任全球发售的联席保荐人及整体协调人。
- (B) 投资者有意根据本协议所载条款及条件并在该等条款及条件的规限下，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及序言）中，除文义另有所指外，下列各词语及表达具有以下涵义：

“**联属人士**”除文义另有所指外，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或促使指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(g)条所赋予的涵义；

“**联系人 / 紧密联系人**”具有《上市规则》赋予该词的涵义，复数形式的“**联系人 / 紧密联系人**”须据此解释；

“**经纪佣金**”指按《上市规则》的《费用规则》第 7(1)段规定以 1%的总投资金额计算的经纪佣金；

“**营业日**”指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议的条款及条件认购投资者股份的交割；

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

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

“**关连人士 / 核心关连人士**”除文义另有所指外，具有《上市规则》赋予该词的涵义，复数形式的“**关连人士 / 核心关连人士**”须据此解释；

“**关联关系**”具有中国证监会备案规则赋予该词及诠释的涵义；

“**《合约（第三者权利）条例》**”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第 623 章）；

“**控股股东**”具有《上市规则》赋予该词的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会，一家负责监督及规管中国国家证券市场的监管机构；

“**中国证监会备案**”指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告），就全球发售或相关事宜向中国证监会作出或将会作出的任何函件、备案、信函、通信、文件、回复、承诺及提呈文件，包括其任何修订、补充及 / 或修改；

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

“**处置**”就任何相关股份而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何产权负担或同意设立任何产权负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)及(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)及(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)及(iii)段所述的任何前述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的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**经济制裁法**”指由美国财政部海外资产控制办公室(OFAC)、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁主管机关所实施的任何经济或金融制裁；

“**FINI**”具有《上市规则》赋予该词的涵义；

“**全球发售**”具有序言(A)所赋予的涵义；

“**政府部门**”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、权力机构或机构，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）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序言(A)所赋予的涵义；

“**H 股**”指本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；

“**获弥偿方**”具有第6.5 条所赋予的涵义，及按文义所指，单数形式的“**获弥偿方**”指他们中的任何一名获弥偿方；

“**国际发售**”具有序言(A)所赋予的涵义；

“**国际发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款及条件认购的 H 股数目，其根据附表一进行计算，并由本公司及整体协调人厘定；

“**联席保荐人**”具有序言(B)所赋予的涵义，及按文义所指，单数形式的“**联席保荐人**”指任何一名联席保荐人；

“**法律**”指所有相关司法管辖区的任何政府部门（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、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”在各种情况下指总投资金额的0.0027%证监会交易征费（或上市日期当时的交易征费）、0.00565%联交所交易费（或上市日期当时的交易费）及 0.00015%会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

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

“《上市规则》”指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指南和其他规定；

“禁售期”具有第 5.1 条所赋予的涵义；

“发售价”指根据全球发售提呈发售或出售 H 股的每股 H 股最终港元价格（不包括经纪佣金和征费）；

“整体协调人”指华泰及 BNP，即联席保荐人兼整体协调人，不包括富途证券国际（香港）有限公司，即华泰及 BNP 以外的整体协调人，及按文义所指，单数形式的“整体协调人”指任何一名整体协调人；

“各方”指本协议指明的各方；及按文义所指，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

“自营投资基准”指投资者为其自身利益及投资目的而作出的投资，而非作为任何第三方的代理人行事，无论该投资是否为该投资者的任何股东或基金投资者的利益而作出；

“招股章程”指本公司就香港公开发售将在香港刊发的最终招股章程；

“公开文件”指本公司就国际发售刊发的初步发售通函和国际发售通函、就香港公开发售将在香港刊发的招股章程及本公司就全球发售可能刊发的其他文件和公告（均经不时修订或补充）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所赋予的涵义；

“相关股份”指投资者或投资者的全资附属公司根据本协议第 2.2 条认购的投资者股份（如有），以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而自投资者股份产生的本公司任何股份或其他证券或权益；

“人民币”指人民币，为中国的法定货币；

“**受制裁人士**”指任何身为受制裁人士或由受制裁人士拥有 50%或以上权益或由受制裁人士控制的个人、组织或载体，且符合以下任何情形：

- (a) 被列入 OFAC 及美国国务院管理的清单（包括但不限于“特别指定国民及被封锁人员”），或根据联合国或任何其他国家经济制裁法所发布的任何针对性人员清单；
- (b) 属于受制裁地区的政府或其组成部分；
- (c) 由前述任何人士拥有、控制或代表其行事；
- (d) 位于受制裁地区、于该地区成立、以该地区为居留地或自该地区开展业务；或
- (e) 根据任何经济制裁法遭受其他形式的制裁；

“**受制裁地区**”指任何根据经济制裁法遭受全面出口、进口、金融或投资禁运的国家或其他地区，截至本协议日期，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、北韩及叙利亚；

“**《证券法》**”指经不时修订、补充或以其他方式修改的《1933 年美国证券法》以及据此颁布的规则和条例；

“**证监会**”指香港证券及期货事务监察委员会；

“**《证券及期货条例》**”指经不时修订、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》所赋予的涵义；

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

“**美国**”指美利坚合众国、其领土及属地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》所赋予的涵义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；

- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 凡提述“**条例**”之处均包括任何政府、政府间或超国家机构、机关、部门或任何监管机构、自律机构或其他权力机构或组织所颁布的任何条例、规则、官方指示、意见、通知、通告、命令、要求或指引（不论是否具有法律效力）；
- (h) 除另有指明外，凡提述时间和日期之处均分别提述香港时间和日期；
- (i) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (k) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由双方共同宽免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载条款不得予以宽免，且第 3.1(f)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款及条件的规限下：

- (a) 根据国际发售及作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际包销商的国际代表身份），按发售价认购投资者股份，而本公司将按发售价向投资者发行、配发及配售，以及整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可在不迟于上市日期前五(5)个营业日，向本公司、联席保荐人及整体协调人发出书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者，且(i)现时并非且未来不会成为美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人及整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为其本身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妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出充分且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第 2.2 条下的义务构成直接、主要和无条件的义务，须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，并应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中须解释为包括该全资附属公司。

2.3 [此条已删除]

2.4 本公司及整体协调人（为其本身或代表全球发售的包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，有关厘定将为最终定论且对投资者具有约束力。

3. 交割条件

3.1 投资者在本协议下根据第 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，仅以于交割时或之前满足或各方共同宽免下列各项条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及 3.1(e)条所载条件不得予以宽免且第 3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人豁免）为前提：

- (a) 香港公开发售及国际发售的包销协议在不迟于该等包销协议指明的时间和日期订立且已生效并成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司及整体协调人（为其本身及代表全球发售的包销商）已议定发售价，且各方已就全球发售签署定价协议；

- (c) 联交所上市委员会已批准 H 股上市及允许（包括投资者股份以及其他适用豁免和批准），且有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，且该接受通知及 / 或备案结果在 H 股开始于联交所买卖前未被驳回、撤回、撤销或作废；
- (e) 任何政府部门未制定或公布任何禁止完成全球发售或本协议下拟进行交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或禁制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认在所有方面均属（截至本协议日期）且将属（截至上市日期）准确、真实及完整且不具有误导性或欺诈性，以及投资者并未严重违反本协议。

3.2 倘各方于本协议日期后第一百八十(180)天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人共同豁免），投资者购买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）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再具有效力，本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将告停止及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期止期间任何违反投资者在本协议项下作出的有关声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，概不保证全球发售将会完成或不会延迟或终止或发售价将在公开文件所列的指示范围之内，若全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成，或发售价不在公开文件所列的指示范围之内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者兹放弃由于全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成或发售价不在公开文件所列的指示范围之内，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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据全球发售及作为全球发售的一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国际包销商的国际代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

- 4.2 不论交付投资者股份的时间及方式如何，投资者均须于上市日期或上市日期前至少一个营业日，以即时可用的结算资金，以港元通过电汇方式向整体协调人于上市日期前不迟于一(1)个完整营业日可能书面通知投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 [此条已删除]
- 4.4 在根据第 4.2 条就投资者股份作出如期支付的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统，并记入投资者于不迟于上市日期可能书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份户口。
- 4.5 在不影响第4.3 条的前提下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，而投资者股份的支付须按上文第 4.2 条的规定进行，不论投资者股份的交付时间及方式如何。
- 4.6 倘若未在本协议规定的时间内按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自绝对酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告停止及终止（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对其提出的任何索赔）。在任何情况下，投资者均须按税后基准就每名获弥偿方可能因投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费或相关事宜而蒙受或招致的任何损失或损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并维持全额弥偿。
- 4.7 倘未能满足以下各项：(a)《上市规则》第 8.08(3)条的规定，即于上市日期由公众人士持有的 H 股中，三大公众股东实益拥有的百分比不得超过 50%；(b)《上市规则》第 19A.13A 条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第 19A.13C 条的自由流通量规定；或(e)《上市规则》中有关 H 股公众持股量的任何其他规定，则整体协调人及本公司有权全权酌情调整投资者认购的投资者股份数目分配，以符合《上市规则》的规定。
- 4.8 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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表均无须（不论共同或个别）就未能履行或延迟履行其于本协议项下的义务承担责任，且倘因本公司、联席保荐人、整体协调人及其各自的联属人士（视乎情况而定）无法控制的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或区域性紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动爆发或升级、大流行病、疾病或疫情（包括但不限于严重急性呼吸综合征、猪流感或禽流感、H5N1、H1N1、H1N7、H7N9、中东呼吸综合征及 COVID-19 及其相关 / 变异形态）的爆发、升级、变异或加剧、火灾、暴乱、叛乱、内乱、罢工、停工、其他工业行动、电力或其他供应全面故障、飞机碰

撞、技术故障、意外或机械或电气故障、电脑故障或任何资金传输系统失灵、禁运、劳资纠纷以及任何现有或未来法律的变更、任何现有或未来政府行为或类似情况）而无法履行或延迟履行其于本协议项下的义务，则本公司、联席保荐人及整体协调人均有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.3 条的规限下，投资者为其本身及代表其全资附属公司（若投资者股份将由该全资附属公司（如有）持有）向本公司、联席保荐人及整体协调人约定、立约承诺并保证，未经本公司、联席保荐人及整体协调人各自事先书面同意，投资者不会并将促使其联属人士不会于自上市日期（包括该日）起至上市日期后六(6)个月之日（包括该日）止期间（“**禁售期**”）内的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换或可交换或可行使的证券或代表接收上述各项的权利的任何证券，或同意、签订协议或公开宣布其签订该等交易的意图；(ii)允许其自身在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易；(iv)同意或订约或公开宣布有意进行上述第(i)、(ii)及(iii)条所述的任何交易，于各情况下，须说明上述第(i)、(ii)及(iii)条所述的任何交易是否将通过交付相关股份或可转换、可行使或可交换为相关股份的其他证券以现金或其他方式进行结算。
- 5.2 本公司、联席保荐人及整体协调人确认，于第 5.1 条所订的禁售期届满后，在遵守适用法律规定的前提下，投资者可自由处置任何相关股份，惟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，并须尽一切合理努力确保任何有关处置不会导致 H 股出现混乱或虚假市场，且在其他方面符合所有适用法律的规定。
- 5.3 第 5.1 条的任何内容不得阻止投资者向其任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：
- (a) 在进行该转让前，该全资附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
 - (b) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、声明、陈述及保证；
 - (c) 投资者及投资者的有关全资附属公司须被视为有关其所持所有相关股份的投资者，并共同及各别地承担本协议订明的所有责任及义务；
 - (d) 若在禁售期届满前的任何时间，该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公

司须或投资者须促致该附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺将促使该全资附属公司将受投资者在本协议项下的义务约束，包括但不限于本第 5 条对投资者施加的限制，及作出本协议规定的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议订明的所有责任及义务；及

- (e) 该全资附属公司(i)现时并非且未来不会成为美国人士，亦不会为美国人士的账户或利益收购相关股份；(ii)现时且未来位于美国境外；及(iii)根据《证券法》S 规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除取得本公司、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直接及间接所持股份总数占本公司全部已发行股本的百分比于任何时间均须低于本公司全部已发行股本的 10%（或《上市规则》中不时就“主要股东”的定义规定的其他百分比），且于上市日期后 12 个月期间内不会成为本公司核心关连人士（定义见《上市规则》），以及投资者及其紧密联系人（定义见《上市规则》）直接及间接所持股份总数占本公司全部已发行股本的百分比不得导致公众人士（按《上市规则》的定义及联交所的诠释，包括但不限于《上市规则》第 8.08 条）所持本公司证券总数低于《上市规则》规定的百分比或联交所可能不时批准并适用于本公司的其他相关百分比。投资者同意在其知悉任何上述情况时书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意，其乃按自营投资基准持有本公司股本，并应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准持有本公司股本。除非《上市规则》允许或联交所批准，投资者不得，并须促使其控股股东、联系人及其各自的实益拥有人均不得，通过累计投标过程申购或下单购买全球发售的 H 股（投资者股份除外），亦不得申购香港公开发售的 H 股。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表均不得直接及间接与本公司、本公司的控股股东（定义见招股章程）、本集团任何其他成员公司或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第 2.5 及 4.15 章或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙

人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示范围内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并作为展示文件；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，必要时与本公司、联交所、证监会及其他政府部门共享，并会纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人（定义见《上市规则》）披露，且所有该等资料在各方面均属真实、完整及准确，且并无误导成分；
- (d) 投资者承认及同意，本公司、联席保荐人及整体协调人可向政府部门（包括但不限于联交所、证监会及中国证监会）提交有关其购买H股或根据本协议参与配售的资料；且投资者承认及承诺披露及提供通过掉期安排或其提供或管理的其他金融或投资产品投资H股的其他直接或间接投资者的所有必要资料（包括但不限于身份及认购金额）；
- (e) 发售价将完全根据全球发售的条款及条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际包销商的国际代表身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及细则或其他组成或章程文件及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》、《上市规则》第18项应用指引或《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 联席保荐人、整体协调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《上市规则》的相关规定，包括但不限于(a)《上市规则》第8.08(3)条的规定，即于上市日期由公众人士持有的H股中，三大公众股东实益拥有的百分比不得超过50%；(b)《上市规则》第19A.13A条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第19A.13C条的自由流通量规定；

- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (k) 本公司、联席保荐人、整体协调人及彼等各自的任何联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表及参与全球发售的任何其他方概不就收购投资者股份或有关投资者股份的任何交易产生的任何税项、法律、货币、经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为其利益直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或以任何其他司法管辖区任何人士的名义或为其利益而进行，而有关司法管辖区适用法律允许者除外；
- (m) 其明白及同意，仅可(A)根据《证券法》第144条或其项下其他适用豁免于美国境内；或(B)依据《证券法》S规例在美国境外于“离岸交易”（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (n) 其明白，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）、高级人员、雇员、代理、顾问、联系人、合伙人及代表概无就《证券法》项下第144条或任何其他可用豁免是否适用于后续再发售、转售、质押或转让投资者股份作出任何声明；
- (o) 除非第5.3条作出规定，否则若一家附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (p) 投资者在法律许可的最大范围内不可撤销地豁免其可能针对任何联席保荐人、整体协调人、其他包销商及本公司、其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问及代表因本协议和全球发售或就其提起的任何索赔；
- (q) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），且在不对其已订立的任何保密协议造成不利影响的情况下，其：
 - (i)除严格以按需知情基准向其联属人士、附属公司、董事、高级人员、

雇员、顾问及代表（“获授权接收人”）披露有关信息仅作评估投资投资者股份用途，或按法律另行规定进行披露外，不得向任何人士披露该信息，直至有关信息因投资者或其任何获授权接收人过错以外的原因而成为公开信息为止；(ii)尽力确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；

- (r) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (s) 在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，本协议整体或单独不构成出售证券的要约；
- (t) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

- (u) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（无论是否由本公司、联席保荐人、整体协调人或其各自的董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士或其他人士），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (v) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (x) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审查或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、合伙人、顾问、代理或代表或参与全球

发售的任何其他人士，均不对收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

- (y) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、代表、联系人及合伙人以及参与全球发售的任何人士并未就将存在投资者股份的公开或活跃市场作出担保；
- (z) 若全球发售因任何原因延迟、终止或未完成，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）、高级人员、雇员、合伙人、顾问、代理或代表对投资者或其附属公司不承担任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数；及(iii)提呈发售的H股的其他调整或重新分配、发售价范围及联交所可能批准且符合适用法律的最终发售价拥有绝对酌情权；
- (bb) 除本协议及投资者、本公司、联席保荐人及整体协调人订立的保密协议（如有）外，投资者（作为一方）与本公司、本公司任何股东、联席保荐人及 / 或整体协调人（作为另一方）并无订立其他与全球发售有关的协议；
- (cc) 投资者未因以下原因获得投资者股份，且投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与任何定向销售活动（定义见《证券法》S规例）或任何一般劝诱或一般广告（定义见《证券法》D规例第502(e)条），或以任何方式参与投资者股份的公开发售（定义见《证券法》第4(2)条）；
- (dd) H股的任何交易均须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》和任何其他适用法律、法规或任何主管证券交易所的相关规则对股票交易的限制；
- (ee) 任何要约、出售、质押或并非根据本协议限制作出的其他转让均不会得到本公司对相关股份的认可；及
- (ff) 投资者同意于上市日期或根据第4.5条协定的有关其他日期前至少一个营业日，支付总投资金额及相关经纪佣金与征费。

6.2 投资者进一步向本公司、联席保荐人及整体协调人各自进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案等）项下的资料，该等资料不会违反适用于投资者的所有法律，亦不会要求在投资者所在的司法管辖区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。截至本协议日期，所有批准均未被撤销，且投资者并不知悉任何可能导致批准失效、撤回或撤销的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购或收购（视情况而定）投资者股份将不会违反或导致投资者违反：**(i)**投资者各自的组织章程大纲及细则或其他组成或章程文件；或**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式适用于投资者的法律；或**(iii)**对投资者具有约束力的任何协议或其他文书；或**(iv)**对投资者具有司法管辖权的任何政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括在联交所、证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）要求的时限内向其提供或促使或促使直接或间接通过本公司、联席保荐人及 / 或整体协调人提供监管机构所要求的信息（包括但不限于**(i)**投资者及其最终实益拥有人（如有）及 /

或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)交易结构（包括任何涉及投资者股份的掉期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拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表向监管机构披露任何投资者相关信息及 / 或于任何公开文件或《上市规则》或适用法律的要求或任何相关监管机构要求的其他公告或文件中披露；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其并非有关本协议下拟进行交易的任何联席保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级人员；
- (m) 其于《证券法》S规例所指“离岸交易”中于美国境外认购投资者股份，且其现时并非且未来不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 根据全球发售认购投资者股份时，投资者已自行评估《有关美国在受关注国投资特定国家安全技术与产品的规定》（“**对外投资规定规则**”）的适用性，并在进行任何有关评估时咨询其自有法律顾问，并仅依赖其法律顾问关于对外投资规定规则适用性的建议。投资者承认，本公司、整体协调人、联席保荐人、全球发售的包销商及其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人及顾问以及参与全球发售的各方均未作出任何陈述，且就对外投资规定规则不承担任何责任；
- (p) 投资者及投资者实益拥有人及 / 或联系人(i)正为投资者自身利益或投资者实益拥有人及 / 或联系人的利益认购本公司的投资者股份，且投资者股份的认购来自投资者及 / 或投资者的实益拥有人及 / 或联系人；(ii)为独立于本公

司或其任何联属人士的第三方；(iii)并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力；(v)并非受(a)本公司的任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、监事（如适用）、行政总裁、控股股东、主要股东、现有股东或任何前述人士的紧密联系人（定义见《上市规则》）之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi)与公司或其任何股东，除以书面形式向本公司、联席保荐人及整体协调人披露者外，并无任何关联关系；

- (q) 投资者将通过香港结算的FINI系统向联交所和香港结算提供须提交的必要资料，并确保投资者提供的所有此类资料在所有重要方面均属真实、完整及准确，且该等资料将按需要与本公司、联交所、证监会及其他监管机构共享，并将纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人披露；
- (r) 投资者将使用其自有资金认购投资者股份，且其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (s) 投资者、其实益拥有人及 / 或联系人均非(i)全球发售的联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、包销商、牵头经纪商或分销商中任何人士的“关连客户”；(ii)本公司任何现有股东的“紧密联系人”；或(iii)代理公司（除非最终实益拥有人的姓名均披露于《上市规则》附录F1《股本证券的配售指引》的1C段）。词语“关连客户”、“牵头经纪商”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (t) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (u) 投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或现有股东或上述任何职位的提名人士；
- (v) 除先前以书面形式通知联席保荐人及整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI包销商名单模板所述或由FINI界面或《上市规则》要求披露并与包销商相关的任何包销商类别（“基石投资者”除外）；或(b)《上市规则》（包括但不限于第12.08A条）要求须于本公司的分配结果公告识别的任何包销商组别；
- (w) 投资者并未及将不会就分销H股与任何“分销商”（定义见《证券法》）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

- (x) 各投资者及其董事、监事（如适用）、高级人员、雇员或代理均非受制裁人士；
- (y) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第2.5章及4.15章的条文以及证监会颁布的相关指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (z) 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的总持股量（直接及间接）不得导致公众持有的本公司证券总额（具有《上市规则》所界定的含义）低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (aa) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、其附属公司、关连人士、任何联席保荐人或整体协调人或全球发售的包销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (bb) 投资者或其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表与本公司或其控股股东（定义见招股章程）、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）、高级人员、雇员或代理尚未或将不会订立或作出协议或安排（包括与《上市规则》（包括《上市指南》第2.5章及第4.15章或香港监管机构发布的其他书面指引）不符的任何附加函件）；
- (cc) 除依据本协议外及 / 或在符合《上市指南》第2.5章及第4.15章的情况下，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单；
- (dd) 除本协议所规定外，投资者并未就投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺；及
- (ee) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及 / 或联系人并无及不会订立任何与投资者股份相关的掉期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声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构及 / 或本公司、联席保荐人及整体协调人及其各自联属人士提供及 / 或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b) 条条文的条件下，若在本公司、联席保荐人及整体协调人全权视为必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能

就全球发售发布或另行向任何相关监管机构提呈的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人及 / 或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺诈性，且其将立即以书面形式通知有关说明的任何更改，并向本公司、联席保荐人及整体协调人提供意见及更新的信息及 / 或支持文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第 6.1 及 6.2 条所载保证、承诺、声明、协议、确认及承认。投资者承认，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附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺诈性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 经要求后，投资者同意及承诺，投资者对由于投资者或其各自的高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及全球发售的包销商（代表自身或以信托的行事代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称“获弥偿方”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；

- (c) 在第5.1条所载付款全额支付及禁售期的规限下，除投资者股份不得由中国的法人或自然人认购或在中国境内的若干合格境内机构投资者、沪港通或深港通下的合格中国投资者以及根据相关中国法律法规或经任何主管部门批准有权持有H股的其他人之间进行交易外，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 本公司、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
- (e) 除非本协议规定，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。
- 7. 终止**
- 7.1 本协议可：
- (a) 根据第3.2条、第4.6条或第4.8条予以终止；
- (b) 倘若投资者或投资者的全资附属公司（如根据第5.3条转让投资者股份）于全球发售交割或之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或各联席保荐人及整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
- (c) 经各方书面同意予以终止。
- 7.2 在不影响第 7.3 条的情况下，倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外）及各方于本协议下的权利及责任（除下文第 11 及 12 条所载权利外）须终止，且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。
- 7.3 尽管有前述规定、第 6.5 条及投资者在本协议中作出的弥偿，即使本协议终止，第 10 条（一般条款）及第 13 条（法律程序文件代理）在任何情况下均应继续有效。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及 / 或本公司、联席保荐人及 / 或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及 / 或整体协调人或代表本公司、联席保荐人及 / 或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
 - (c) 任何适用法律、对其具有司法管辖权的任何政府部门或机构（包括联交所、证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府部门可能要求任何一方作出的其他行为。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，惟投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意的情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人合作，以确保公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺诈性及公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条所述须作出的任何披露有关的所有合理要求的协助（包括提供与此相关的进一步资料及 / 或支持文件、其背景资料、其与本公司的关系、其所有权（包括最终实益拥有权）及 / 或与该等事宜相关的其他可能被本公司、联席保荐人或整体协调人合理要求的资料），以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联

席保荐人及整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

<u>相关方</u>	<u>联络信息</u>	<u>地址</u>
本公司	电邮：xuexiaoqiao@cofoe.com 收件人：薛小桥	中国湖南省长沙市雨花区振华路 816 号
投资者	电话：+ 86 13922515188 电邮：13922515188@139.com	浙江省乐清市淡溪镇寺西村
华泰	电邮：projecth87@htsc.com 收件人：H87 项目交易团队	香港皇后大道中 99 号中环中心 62 楼
BNP	电 邮：list.cib.projecth87@asia.bnpparibas.com 收件人：H87 项目交易团队	香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼

9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮资邮寄的方式送出。任何通知在以下情况下视为已获接收：若以专人递送方式送出，则于送出时；若以传真方式送出，则于收到传送确认时；若以电子邮件方式送出，则于发送完成后即刻生效（以发件人发送电邮的设备所记录的发送时间为准，而不论该电邮是否获确认收悉，惟发件人收到电邮未能送达的自动回复信息则除外）；及若以预付邮资邮寄方式送达，则在无证据证明较早收到的情况下，于邮寄后 48 小时（如以航空邮件发出，则为邮寄后六日）。凡于非营业日收到的任何通知，均视为于其后首个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下各联席保荐人及整体协调人的义务均为分别义务（而非共同或共同连带义务）。任何联席保荐人或整体协调人均无须对其他联席保荐人或整体协调人未履行其在本协议项下义务的行为承担责任，且有关未履行义务的行为不影响其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人或整体协调人共同强制执行其依据本协议享有的任何或全部权利。
- 10.3 除明显错误外，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和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第 4 条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外（如有），本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条。
- (b) 本协议可终止或取消及任何条款可未经第 10.11(a) 分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人及整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。

尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议引起的或与本协议有关的任何争议、纠纷或索赔，或因本协议的违约、终止或无效而产生的任何争议、纠纷或索赔（统称“争议”），均应提交香港法院解决，香港法院对此享有专属管辖权。各方不可撤销地同意接受该等法院的管辖，并同意就任何争议提起的法律程序均可在该等法院进行。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、

裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地在香港湾仔骆克道 81 号广发大厦 27 楼委任丁苇乐先生为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或被投资者接收）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、联席保荐人及整体协调人认可的替代法律程序文件代理，并在新法律程序文件代理接受委任后三十(30)天内向本公司、联席保荐人及整体协调人发送其接受委任文件的副本。

14. 副本

- 14.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，但所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

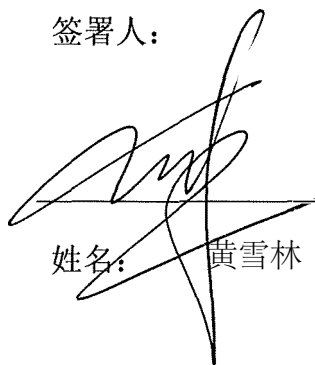
For and on behalf of
为及代表

Cofoe Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

签署人：

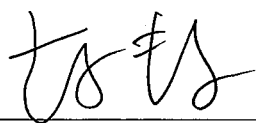


姓名：黄雪林

为及代表:

华泰金融控股(香港)有限公司

签署人:

A handwritten signature in black ink, appearing to be '蒋静' (Jiang Jing), written over a horizontal line.

姓名: 蒋静

职衔: 执行董事

为及代表:

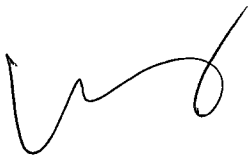
法国巴黎证券(亚洲)有限公司

签署人:



姓名: WANG Ren

职衔: 董事总经理



姓名: JIANG Xiong Xiao

职衔: 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于 5,000,000 美元的港元（采用港元收盘价计算：招股章程所报美元汇率（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下约整至最接近 100 股 H 股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中“全球发售架构 – 定价及分配 – 重新分配”一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以(i)符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由三大公众股东实益拥有的百分比不得超过50%；及(ii)遵守《上市规则》下的相关最低要求，包括但不限于《上市规则》第19A.13A条下的公众持股量要求、《上市规则》第19A.13C条下的自由流通量要求及《上市规则》附录F1所载配售指引。

附表二

投资者详情

投资者	黄雪林为深圳证券交易所上市公司胜蓝股份（股票代码：300843 的董事长，控股占总股本 45.28%，为公司实际控制人。
投资者在招股章程中的描述：	黄雪林（「黄先生」）为胜蓝科技股份有限公司（「胜蓝科技」，一家于深圳证券交易所上市的公司（股份代号：300843））董事长。截至最后实际可行日期，黄先生持有胜蓝科技已发行股本总额约 45.28%，并为胜蓝科技的最终实益拥有人。胜蓝科技为一家主要从事电子连接器及精密零组件和新能源汽车连接器及其组件的研发、生产及销售的高新技术企业。
相关投资者类别（联交所FINI承配人名单模板所述或由FINI界面要求披露）：	基石投资者

CORNERSTONE INVESTMENT AGREEMENT

April 23, 2026

Cofee Medical Technology Co., Ltd.
(可孚醫療科技股份有限公司)

and

Dai Jun'an

(戴鈞安)

and

Huatai Financial Holdings (Hong Kong) Limited

And

BNP Paribas Securities (Asia) Limited

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THIS AGREEMENT (this “**Agreement**”) is made on April 23, 2026

BETWEEN:

- (1) **Cofee Medical Technology Co., Ltd. (可孚醫療科技股份有限公司)**, a limited liability company incorporated under the laws of the PRC and listed on the Shenzhen Stock Exchange with stock code of 301087.SZ, registered office is at 816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC (the “**Company**”);
- (2) **Dai Jun'an (戴鈞安)**, PRC Resident Identity Card Number is 44190019870514**** (the “**Investor**”);
- (3) **Huatai Financial Holdings (Hong Kong) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 3 (Leveraged Foreign Exchange Trading), Type 4 (Advising on Securities), Type 6 (Advising on Corporate Finance), Type 7 (Providing Automated Trading Services) and Type 9 (Asset Management) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AOK809) whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong (“**Huatai**”); and
- (4) **BNP Paribas Securities (Asia) Limited**, a licensed corporation with the Securities and Futures Commission of Hong Kong to carry out Type 1 (Dealing in Securities), Type 2 (Dealing in Futures Contracts), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) (CE No. AAF669) whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong (“**BNP**”).

WHEREAS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of initially 2,700,000 H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of initially 24,300,000 H Shares (subject to reallocation) offered by the Company outside the United States to investors in reliance on Regulation S under the Securities Act (as defined below) (the “**International Offering**”).
 - (iii) Huatai and BNP are acting as the Joint Sponsors and Overall Coordinators of the Global Offering.
- (B) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing(s)” means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

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

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares, or agreeing or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

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

“**Economic Sanctions Law**” means any economic or financial sanctions administered by OFAC, the U.S. State Department, the U.S. Department of Treasury, the United Nations, His Majesty’s Treasury of the United Kingdom, the European Union, the Hong Kong Monetary Authority, or any member state thereof, or any other national economic sanctions authority;

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

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

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

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

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

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

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

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

“Joint Sponsors” has the meaning given to it in Recital (B), and **“Joint Sponsor”** shall mean any one of the Joint Sponsors, as the context shall require;

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

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

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

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

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

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

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

“Overall Coordinators” means Huatai and BNP, the sponsor-overall coordinators of the Company, and solely for the purpose of this agreement, does not include Futu Securities International (Hong Kong) Limited, an overall coordinator of the Company, and **“Overall Coordinator”** shall mean any one of the Overall Coordinators, as the context shall require;

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

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

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

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

“proprietary investment basis” means such investment as made by an Investor for its own account and investment purpose but not acting as an agent on behalf of any third

parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

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

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

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

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

“Relevant Shares” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 (if any) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

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

“Sanctioned Person” means any person, organization or vehicle that is, or is owned 50% or more or controlled by a Sanctioned Person that is:

(a) designated on the lists administered by the OFAC, the U.S. Department of State and including, without limitation, the “Specially Designated Nationals and Blocked Persons”, or on any list of targeted persons issued under the Economic Sanctions Laws of the United Nations or any other country;

(b) that is, or is part of, a government of a Sanctioned Territory;

(c) owned or controlled by, or acting on behalf of, any of the foregoing;

(d) located, organized or resident in or operating from a Sanctioned Territory; or

(e) otherwise targeted under any Economic Sanctions Laws;

“Sanctioned Territory” means any country or other territory subject to a general export, import, financial or investment embargo under Economic Sanctions Laws, which as of the date of this Agreement, include but not limited to the Crimea region of Ukraine, the self-proclaimed Donetsk People’s Republic, the self-proclaimed Luhansk People’s Republic, Cuba, Iran, North Korea, and Syria;

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

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

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

“**Shares**” means the ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, including A Shares and H Shares;

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

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

“**Underwriters**” means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) a reference to a “**regulation**” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a

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

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Investor may elect by notice in writing served to the Company, the Joint Sponsors and the Overall Coordinators not later than five (5) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not and will not be a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors and the Overall Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 [Intentionally deleted]

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

3. CLOSING CONDITIONS

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

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) and a price determination agreement having been signed among the parties thereto in connection with the Global Offering;
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

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

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

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or at least one business day prior to the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 [Intentionally deleted]
- 4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.5 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators and the Investor may agree in writing, and the payment of the Investor Shares shall be in accordance with clause 4.2 above regardless of the time and manner of the delivery of the Investor Shares.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 In the event that (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (b) the public float

requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules; or (e) any other requirements under the Listing Rule regarding public float of the H Shares cannot be satisfied, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.8 Each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, national, international or regional state of emergency, disaster, crisis, economic sanctions, explosion, tsunami, earthquake, volcanic eruption, severe transportation disruption, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, pandemic, outbreaks, escalations, mutations or aggravation of diseases or epidemics (including but not limited to SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, MERS and COVID-19 and such related/mutated forms), fire, riot, rebellion, civil commotion, strike, lockout, other industrial action, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary, if any) agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that without the prior written consent of each of the Company, the Joint Sponsors and the Overall Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; (iv) agree or contract to, or publicly announce any intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of

Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.

- 5.2 The Company, the Joint Sponsors and the Overall Coordinators acknowledge that, after the expiry of the Lock-up Period specified in clause 5.1, the Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares, provided that the Investor shall notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the disposal and shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the H Shares and is otherwise in compliance with all applicable Laws.
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors and the Overall Coordinators in terms and form satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (e) such wholly-owned subsidiary (i) is not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) is and will be located outside the United States and (iii) will be acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 19A.13A of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors and the Overall Coordinators in writing if it comes to its attention of any of the abovementioned situations.
- 5.5 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Joint Sponsors and/or the Overall Coordinators, provide reasonable evidence to the Company, the Joint Sponsors and the Overall Coordinators showing that the Investor’s holding of the Company’s share capital is on a proprietary investment basis. Unless otherwise permitted under the Listing Rules or approved by the Stock Exchange, the Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) with the Company, the Controlling Shareholders (as defined in the Prospectus) of the Company, any other member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Joint Sponsors and the Overall Coordinators that:
- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is

not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available as document on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the overall coordinator(s) (as defined in the Listing Rules) involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Joint Sponsors and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to the Listing Rules, Practice Note 18 to the Listing Rules, or Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Joint Sponsors, the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including but not limited to (a) the requirement under Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing

Date can be beneficially owned by the three largest public shareholders; (b) the public float requirements under Rule 19A.13A of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 19A.13C of the Listing Rules;

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S under the Securities Act and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective

affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, employees, partners, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;

- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and without prejudice to any non-disclosure agreement it has already entered into, it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Joint Sponsors or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators (including their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Joint Sponsors, the Overall Coordinators, the other underwriters in connection with the Global Offering and their respective directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty,

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

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators or the underwriters in connection with the Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators or their respective associates, affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives, or any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that none of the Company, the Joint Sponsors, the Overall Coordinators, the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering has made assurances that a public or active market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;

- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Joint Sponsors and the Overall Coordinators;
- (cc) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S under the Securities Act) or any general solicitation or general advertising (within the meaning of Rule 502(e) of Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the Investor Shares;
- (dd) any trading in the H Shares is subject to compliance with applicable Laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange; and
- (ee) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made at least one business day prior to the Listing Date or such other date as agreed in accordance with clause 4.5.

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

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

governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;

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

Aggregate Investment Amount, and the lock-up restrictions under this Agreement), (iii) the transaction structure (including any swap arrangement or other financial or investment product involving the Investor Shares, the identity information of the direct and indirect subscriber and its ultimate beneficial owner(s) and the provider of such swap arrangement or other financial or investment product), and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time and as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Joint Sponsors or the Overall Coordinators in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director, supervisor or officer of the Company;
- (m) it is subscribing for the Investor Shares outside the United States in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor has made its own assessment as to the applicability of the Provisions Pertaining to U.S. investments in Certain National Security Technologies and Products in Countries of Concern (the “**OIR Rule**”) on its subscription of the Investor Shares pursuant to the Global Offering and has consulted its own legal advisors as it deems appropriate in making any such assessment and only relied on the advice of its legal advisors as to the applicability of the OIR Rule. The Investor acknowledges that none of the Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering and their respective subsidiaries, affiliates, directors,

supervisors (where applicable), officers, employees, agents, representatives, associates, partners and advisers, and parties involved in the Global Offering has made any representations, and has no liability to it with respect to the OIR Rule;

- (p) the Investor and the Investor's beneficial owner(s) and/or associates (i) are subscribing for the Investor Shares in the Company for the Investor's own account or the account of the Investor's beneficial owner(s) and/or associates and the subscription of the Investor Shares originates from the Investor and/or the Investor's beneficial owner(s) and/or associates; (ii) are third parties independent of the Company or any of its affiliates; (iii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iv) have the financial capacity to meet all obligations arising under this Agreement; (v) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (where applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (q) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through HKSCC's FINI system and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (r) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (s) each of the Investor, its beneficial owner(s) and/or associates is not (i) a "connected client" of any of the Joint Sponsors, the Overall Coordinators, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors, (ii) "close associate" of any existing shareholder of the Company, or (iii) nominee companies unless the name of the ultimate beneficiary is disclosed each as

described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (t) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (u) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (v) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (w) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (x) neither each Investor nor its directors, supervisors (if applicable), officers, employees or agents is a Sanctioned Person;
- (y) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 2.5 and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and it will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
- (z) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (aa) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, by its subsidiaries, by any connected person of the Company, by any one of the Joint Sponsors or the Overall Coordinators, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

- (bb) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 2.5 and Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or shall be entered into or made between the Investor or its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives on the one hand and the Company or its Controlling Shareholders (as defined in the Prospectus), any member of the Group or their respective affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees or agents;
- (cc) none of the Investor or any of its associates has applied for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 2.5 and Chapter 4.15 of the Listing Guide;
- (dd) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (ee) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

and provide comments and such updated information and/or supporting documentation to the Company, the Joint Sponsors and the Overall Coordinators.

- 6.4 The Investor understands that the warranties, undertakings, representations, agreements, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, agreements, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, agreements, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-Up Period provided under clause 5.1, save for the fact that the Investor Shares cannot be subscribed for by or traded between legal or natural persons of the PRC except for certain QDII in the PRC, qualified PRC investors under the Shanghai-Hong Kong Stock Connect or the Shenzhen-Hong Kong Stock Connect and other persons who are entitled to hold the H Shares pursuant to the relevant PRC laws and regulations or upon approvals of any competent authorities, the Investor Shares will, when delivered

to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

- (d) none of the Company, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (where applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.6 or 4.8;
- (b) solely by the Company, or by each of the Joint Sponsors and the Overall Coordinators, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 and 12 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, clause 10 (General) shall survive notwithstanding the termination of this Agreement in all circumstances.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information

concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors and/or the Overall Coordinators are subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or documents on display to be issued by or on behalf of the Company, the Joint Sponsors and/or the Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
 - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Joint Sponsors and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors and the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in

clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

<u>Party</u>	<u>Contact</u>	<u>Address</u>
Company	Email: xuexiaoqiao@cofoe.com Attention: Xue Xiaoqiao	816 Zhenhua Road, Yuhua District, Changsha City, Hunan Province, PRC
Investor	Email: AN.AN.DAI@HOTMAIL.COM Attention: Dai Jun'an	Suite No.6, 18/F, Tower 6, China Hong Kong City, 33 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong
Huatai	Email: projecth87@htsc.com Attention: Project H87 Deal Team	62/F, The Center, 99 Queen's Road Central, Hong Kong
BNP	Email: list.cib.projecth87@asia.bnpparibas.com Attention: Project H87 Deal Team	60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong

- 9.2 Any notice delivered hereunder shall be delivered by hand, or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender

receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsor or Overall Coordinator to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Joint Sponsors and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Joint Sponsors and the Overall Coordinators has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Joint Sponsor or Overall Coordinator shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by the courts of Hong Kong, which shall have exclusive jurisdiction. The Parties irrevocably agree to submit to the jurisdiction of such courts and agrees that any proceedings in respect of a Dispute may be brought in such courts.

12. IMMUNITY

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

13. COUNTERPARTS

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

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

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

By:

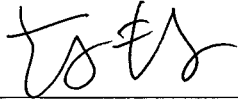
戴钧

Name: Dai Jun'an

FOR AND ON BEHALF OF:

Huatai Financial Holdings (Hong Kong) Limited

By:

A handwritten signature in black ink, appearing to be 'Jing Jiang', is written above a horizontal line.

Name: Jing Jiang

Title: Executive Director

FOR AND ON BEHALF OF:

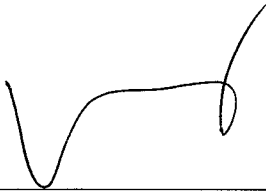
BNP PARIBAS SECURITIES (ASIA) LIMITED

By:

Handwritten signature of WANG Ren in black ink, consisting of stylized Chinese characters.

Name: WANG Ren

Title: Managing Director

Handwritten signature of JIANG Xiong Xiao in black ink, featuring a large 'V' shape followed by a horizontal line and a loop.

Name: JIANG Xiong Xiao

Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,500,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – Pricing and Allocation – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of (i) satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules, the free float requirements under Rule 19A.13C of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Description of the Investor for insertion in the Prospectus:

Dai Jun'an ("**Mr. Dai**") is an individual investor and an Independent Third Party. Since 2020, Mr. Dai has been a director and general manager of Lucky Crest Limited, a company incorporated in Hong Kong with limited liability. Lucky Crest Limited is a wholly-owned subsidiary of VIVO Group, primarily engaged in global internet-related business, the trading of mobile phones and components, and investment holding. Mr. Dai has been a shareholder of certain PRC-based consumer electronic companies. As of the Latest Practicable Date, Mr. Dai has invested certain listed companies with more than HK\$100 million investment portfolio.

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

Cornerstone investor

基石投资协议

2026年4月23日

可孚医疗科技股份有限公司

及

陆勤超

及

华泰金融控股（香港）有限公司

及

法国巴黎证券（亚洲）有限公司

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本协议（本“协议”）于 2026 年 4 月 23 日订立

订约方：

- (1) 可孚医疗科技股份有限公司，一家根据中国法律注册成立并于深圳证券交易所上市的有限公司（证券代码：301087.SZ），注册办事处位于中国湖南省长沙市雨花区振华路 816 号（“本公司”）；
- (2) 陆勤超，中国香港籍，身份证号：R127300(A)（“投资者”）；
- (3) 华泰金融控股（香港）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 3 类（杠杆式外汇交易）、第 4 类（就证券提供意见）、第 6 类（就机构融资提供意见）、第 7 类（提供自动化交易服务）及第 9 类（提供资产管理）受规管活动的法团（中央编号：AOK809），其主要经营地点为香港中环皇后大道中 99 号中环中心 62 楼（“华泰”）；及
- (4) 法国巴黎证券（亚洲）有限公司，一家获香港证券及期货事务监察委员会发牌从事《证券及期货条例》（香港法例第 571 章）项下第 1 类（证券交易）、第 2 类（期货合约交易）、第 4 类（就证券提供意见）及第 6 类（就机构融资提供意见）受规管活动的法团（中央编号：AAF669），其主要经营地点位于香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼（“BNP”）。

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）将其 H 股（定义见下文）于联交所（定义见下文）上市，全球发售包括：
 - (i) 本公司进行的公开发售，以供香港公众人士认购初步 2,700,000 股 H 股（可予重新分配）（“香港公开发售”）；及
 - (ii) 有条件配售本公司发售的初步 24,300,000 股 H 股（可予重新分配），其中依据《证券法》（定义见下文）S 规例在美国境外向投资者配售（“国际发售”）。
 - (iii) 华泰及 BNP 担任全球发售的联席保荐人及整体协调人。
- (B) 投资者有意根据本协议所载条款及条件并在该等条款及条件的规限下，于国际发售中认购投资者股份（定义见下文）。

兹约定如下：

1. 定义及释义

1.1 在本协议（包括其附表及序言）中，除文义另有所指外，下列各词语及表达具有以下涵义：

“**联属人士**”除文义另有所指外，就特定个人或实体而言，指通过一个或多个中介机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或促使指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(g)条所赋予的涵义；

“**联系人 / 紧密联系人**”具有《上市规则》赋予该词的涵义，复数形式的“**联系人 / 紧密联系人**”须据此解释；

“**经纪佣金**”指按《上市规则》的《费用规则》第 7(1)段规定以 1%的总投资金额计算的经纪佣金；

“**营业日**”指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子（星期六、星期日及香港公众假期除外）；

“**中央结算系统**”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“**交割**”指根据本协议的条款及条件认购投资者股份的交割；

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

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

“**关连人士 / 核心关连人士**”除文义另有所指外，具有《上市规则》赋予该词的涵义，复数形式的“**关连人士 / 核心关连人士**”须据此解释；

“**关联关系**”具有中国证监会备案规则赋予该词及诠释的涵义；

“**《合约（第三者权利）条例》**”指经不时修订、补充或另行修改的《合约（第三者权利）条例》（香港法例第 623 章）；

“**控股股东**”具有《上市规则》赋予该词的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会，一家负责监督及规管中国国家证券市场的监管机构；

“**中国证监会备案**”指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告），就全球发售或相关事宜向中国证监会作出或将会作出的任何函件、备案、信函、通信、文件、回复、承诺及提呈文件，包括其任何修订、补充及 / 或修改；

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

“**处置**”就任何相关股份而言，包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何购股权、合约、认股权证或出售权，或者设立任何产权负担或同意设立任何产权负担）直接或间接、有条件或无条件地进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者同意或订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何掉期或其他安排以向他人全部或部分转让相关股份的任何实益拥有权或当中任何权益或该等相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权；或
- (iii) 直接或间接订立与上文第(i)及(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)及(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)及(iii)段所述的任何前述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的其他证券、以现金或以其他方式结算；及“**处置**”须相应解释；

“**经济制裁法**”指由美国财政部海外资产控制办公室(OFAC)、美国国务院、美国财政部、联合国、英国财政部、欧盟、香港金融管理局或其任何成员国，或任何其他国家经济制裁主管机关所实施的任何经济或金融制裁；

“**FINI**”具有《上市规则》赋予该词的涵义；

“**全球发售**”具有序言(A)所赋予的涵义；

“**政府部门**”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、权力机构或机构，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）、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序言(A)所赋予的涵义；

“**H 股**”指本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；

“**获弥偿方**”具有第6.5 条所赋予的涵义，及按文义所指，单数形式的“**获弥偿方**”指他们中的任何一名获弥偿方；

“**国际发售**”具有序言(A)所赋予的涵义；

“**国际发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者相关信息**”具有第6.2(i)条所赋予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款及条件认购的 H 股数目，其根据附表一进行计算，并由本公司及整体协调人厘定；

“**联席保荐人**”具有序言(B)所赋予的涵义，及按文义所指，单数形式的“**联席保荐人**”指任何一名联席保荐人；

“**法律**”指所有相关司法管辖区的任何政府部门（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、办法、条例、规则、规例、办事指南、指引、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”在各种情况下指总投资金额的0.0027%证监会交易征费（或上市日期当时的交易征费）、0.00565%联交所交易费（或上市日期当时的交易费）及 0.00015%会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

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

“《上市规则》”指经不时修订、补充或以其他方式修改的《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指南和其他规定；

“禁售期”具有第 5.1 条所赋予的涵义；

“发售价”指根据全球发售提呈发售或出售 H 股的每股 H 股最终港元价格（不包括经纪佣金和征费）；

“整体协调人”指华泰及 BNP，即联席保荐人兼整体协调人，不包括富途证券国际（香港）有限公司，即华泰及 BNP 以外的整体协调人，及按文义所指，单数形式的“整体协调人”指任何一名整体协调人；

“各方”指本协议指明的各方；及按文义所指，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括中国香港、澳门及台湾地区；

“初步发售通函”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

“专业投资者”具有《证券及期货条例》附表 1 第 1 部所赋予的涵义；

“自营投资基准”指投资者为其自身利益及投资目的而作出的投资，而非作为任何第三方的代理人行事，无论该投资是否为该投资者的任何股东或基金投资者的利益而作出；

“招股章程”指本公司就香港公开发售将在香港刊发的最终招股章程；

“公开文件”指本公司就国际发售刊发的初步发售通函和国际发售通函、就香港公开发售将在香港刊发的招股章程及本公司就全球发售可能刊发的其他文件和公告（均经不时修订或补充）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所赋予的涵义；

“相关股份”指投资者或投资者的全资附属公司根据本协议第 2.2 条认购的投资者股份（如有），以及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或其他方式结算）而自投资者股份产生的本公司任何股份或其他证券或权益；

“人民币”指人民币，为中国的法定货币；

“**受制裁人士**”指任何身为受制裁人士或由受制裁人士拥有 50%或以上权益或由受制裁人士控制的个人、组织或载体，且符合以下任何情形：

- (a) 被列入 OFAC 及美国国务院管理的清单（包括但不限于“特别指定国民及被封锁人员”），或根据联合国或任何其他国家经济制裁法所发布的任何针对性人员清单；
- (b) 属于受制裁地区的政府或其组成部分；
- (c) 由前述任何人士拥有、控制或代表其行事；
- (d) 位于受制裁地区、于该地区成立、以该地区为居留地或自该地区开展业务；或
- (e) 根据任何经济制裁法遭受其他形式的制裁；

“**受制裁地区**”指任何根据经济制裁法遭受全面出口、进口、金融或投资禁运的国家或其他地区，截至本协议日期，包括但不限于乌克兰克里米亚地区、自称的顿涅茨克人民共和国、自称的卢甘斯克人民共和国、古巴、伊朗、北韓及叙利亚；

“**《证券法》**”指经不时修订、补充或以其他方式修改的《1933 年美国证券法》以及据此颁布的规则和条例；

“**证监会**”指香港证券及期货事务监察委员会；

“**《证券及期货条例》**”指经不时修订、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》所赋予的涵义；

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

“**美国**”指美利坚合众国、其领土及属地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》所赋予的涵义。

1.2 在本协议中，除文义另有所指外：

- (a) 凡提述“**条款**”、“**分条**”或“**附表**”之处均为提述本协议的条款、分条或附表；

- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序言和附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文和附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规、法定条文、条例或规则；
 - (ii) 其重新制定的任何废除法规、法定条文、条例或规则（不论是否修改）；及
 - (iii) 据此作出的任何附属立法；
- (g) 凡提述“**条例**”之处均包括任何政府、政府间或超国家机构、机关、部门或任何监管机构、自律机构或其他权力机构或组织所颁布的任何条例、规则、官方指示、意见、通知、通告、命令、要求或指引（不论是否具有法律效力）；
- (h) 除另有指明外，凡提述时间和日期之处均分别提述香港时间和日期；
- (i) 凡提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (j) 凡提述“**包括**”之处须分别解释为包括但不限于；及
- (k) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件（或由双方共同宽免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)和 3.1(e)条所载条款不得予以宽免，且第 3.1(f)条所载条件只能由本公司、联席保荐人及整体协调人共同予以宽免）后及在本协议其他条款及条件的规限下：

- (a) 根据国际发售及作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士（以其作为国际发售相关部分的国际包销商的国际代表身份），按发售价认购投资者股份，而本公司将按发售价向投资者发行、配发及配售，以及整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金和征费。

- 2.2 投资者可在不迟于上市日期前五(5)个营业日，向本公司、联席保荐人及整体协调人发出书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者，且(i)现时并非且未来不会成为美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购投资者股份，但前提是：
- (a) 投资者须促使该全资附属公司于该日向本公司、联席保荐人及整体协调人提供书面确认，表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为其本身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妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出充分且有效的弥偿并使各获弥偿方获得弥偿。

投资者在本第 2.2 条下的义务构成直接、主要和无条件的义务，须应要求向本公司、联席保荐人或整体协调人支付该全资附属公司在本协议下有责任支付的任何款项，并应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、联席保荐人或整体协调人首先对该全资附属公司或任何其他人士采取措施。除文义另有所指外，投资者一词在本协议中须解释为包括该全资附属公司。

2.3 [此条已删除]

- 2.4 本公司及整体协调人（为其本身或代表全球发售的包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，有关厘定将为最终定论且对投资者具有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第 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，仅以于交割时或之前满足或各方共同宽免下列各项条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及 3.1(e)条所载条件不得予以宽免且第 3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人豁免）为前提：
- (a) 香港公开发售及国际发售的包销协议在不迟于该等包销协议指明的时间和日期订立且已生效并成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
 - (b) 本公司及整体协调人（为其本身及代表全球发售的包销商）已议定发售价，且各方已就全球发售签署定价协议；

- (c) 联交所上市委员会已批准 H 股上市及允许（包括投资者股份以及其他适用豁免和批准），且有关批准、允许或豁免在 H 股开始于联交所买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案，并在其网站上公布中国证监会备案的备案结果，且该接受通知及 / 或备案结果在 H 股开始于联交所买卖前未被驳回、撤回、撤销或作废；
- (e) 任何政府部门未制定或公布任何禁止完成全球发售或本协议下拟进行交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成有关交易的有效命令或禁制令；及
- (f) 投资者在本协议下的各项声明、保证、承认、承诺及确认在所有方面均属（截至本协议日期）且将属（截至上市日期）准确、真实及完整且不具误导性或欺诈性，以及投资者并未严重违反本协议。

3.2 倘各方于本协议日期后第一百八十(180)天（或本公司、投资者、联席保荐人及整体协调人可能书面约定的其他日期）当日或之前未能履行或共同宽免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载条件不得予以宽免且第3.1(f)条所载条件只可由本公司、联席保荐人及整体协调人共同豁免），投资者购买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）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上可行的情况下尽快退还予投资者（不计付利息），而本协议将终止及不再具有效力，本公司、联席保荐人及 / 或整体协调人承担的一切义务及责任将告停止及终止；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期止期间任何违反投资者在本协议项下作出的有关声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，概不保证全球发售将会完成或不会延迟或终止或发售价将在公开文件所列的指示范围之内，若全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成，或发售价不在公开文件所列的指示范围之内，则本公司、联席保荐人或整体协调人对投资者概不承担任何责任。投资者兹放弃由于全球发售因任何原因延迟或终止、未能进行、在拟定的日期及时间前未完成或根本无法完成或发售价不在公开文件所列的指示范围之内，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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 在第 3 条及本第 4 条的规限下，投资者将根据全球发售及作为全球发售的一部分以及通过整体协调人（及 / 或其联属人士）以其作为国际发售相关部分的国

际包销商的国际代表身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

- 4.2 不论交付投资者股份的时间及方式如何，投资者均须于上市日期或上市日期前至少一个营业日，以即时可用的结算资金，以港元通过电汇方式向整体协调人于上市日期前不迟于一(1)个完整营业日可能书面通知投资者的港元银行账户全额支付总投资金额及相关经纪佣金与征费（至整体协调人可能通知投资者的港元银行账户），而不作出任何扣减或抵销，相关通知内容须包括（其中包括）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 [此条已删除]
- 4.4 在根据第 4.2 条就投资者股份作出如期支付的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统，并记入投资者于不迟于上市日期可能书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份户口。
- 4.5 在不影响第 4.3 条的前提下，投资者股份亦可以本公司、联席保荐人、整体协调人及投资者可能书面协定的任何其他方式进行交付，而投资者股份的支付须按上文第 4.2 条的规定进行，不论投资者股份的交付时间及方式如何。
- 4.6 倘若未在本协议规定的时间内按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、联席保荐人及整体协调人各自绝对酌情保留终止本协议的权利，在此情况下，本公司、联席保荐人及整体协调人的所有义务及责任将告停止及终止（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对其提出的任何索赔）。在任何情况下，投资者均须按税后基准就每名获弥偿方可能因投资者未能根据第 6.5 条悉数支付总投资金额以及经纪佣金和征费或相关事宜而蒙受或招致的任何损失或损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并维持全额弥偿。
- 4.7 倘未能满足以下各项：(a)《上市规则》第 8.08(3)条的规定，即于上市日期由公众人士持有的 H 股中，三大公众股东实益拥有的百分比不得超过 50%；(b)《上市规则》第 19A.13A 条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第 19A.13C 条的自由流通量规定；或(e)《上市规则》中有关 H 股公众持股量的任何其他规定，则整体协调人及本公司有权全权酌情调整投资者认购的投资者股份数目分配，以符合《上市规则》的规定。
- 4.8 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、高级人员、董事、监事（如适用）、雇员、员工、联系人、合伙人、代理、顾问及代表均无须（不论共同或个别）就未能履行或延迟履行其于本协议项下的义务承担责任，且倘因本公司、联席保荐人、整体协调人及其各自的联属人士（视乎情况而定）无法控制的情况（包括但不限于天灾、洪水、战争（无论是否宣战）、恐怖主义、国家、国际或区域性紧急状态、灾难、危机、经济制裁、爆炸、海啸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治动荡、敌对行动爆发或升级、大流行病、疾病或疫情（包括但不限于严重急性呼吸综合征、猪流感或禽流感、H5N1、H1N1、H1N7、H7N9、中东呼吸综合征

及 COVID-19 及其相关 / 变异形态) 的爆发、升级、变异或加剧、火灾、暴乱、叛乱、内乱、罢工、停工、其他工业行动、电力或其他供应全面故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何资金传输系统失灵、禁运、劳资纠纷以及任何现有或未来法律的变更、任何现有或未来政府行为或类似情况) 而无法履行或延迟履行其于本协议项下的义务, 则本公司、联席保荐人及整体协调人均有权终止本协议。

5. 对投资者的限制

- 5.1 在第5.3 条的规限下, 投资者为其本身及代表其全资附属公司(若投资者股份将由该全资附属公司(如有)持有)向本公司、联席保荐人及整体协调人约定、立约承诺并保证, 未经本公司、联席保荐人及整体协调人各自事先书面同意, 投资者不会并将促使其联属人士不会于自上市日期(包括该日)起至上市日期后六(6)个月之日(包括该日)止期间(“**禁售期**”)内的任何时间, 直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益, 包括任何可转换或可交换或可行使的证券或代表接收上述各项的权利的任何证券, 或同意、签订协议或公开宣布其签订该等交易的意图; (ii)允许其自身在最终实益拥有人层面发生控制权变更(定义见证监会颁布的《公司收购、合并及股份回购守则》); (iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易; (iv)同意或订约或公开宣布有意进行上述第(i)、(ii)及(iii)条所述的任何交易, 于各情况下, 须说明上述第(i)、(ii)及(iii)条所述的任何交易是否将通过交付相关股份或可转换、可行使或可交换为相关股份的其他证券以现金或其他方式进行结算。
- 5.2 本公司、联席保荐人及整体协调人确认, 于第 5.1 条所订的禁售期届满后, 在遵守适用法律规定的前提下, 投资者可自由处置任何相关股份, 惟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, 并须尽一切合理努力确保任何有关处置不会导致 H 股出现混乱或虚假市场, 且在其他方面符合所有适用法律的规定。
- 5.3 第 5.1 条的任何内容不得阻止投资者向其任何全资附属公司转让所有或部分相关股份, 但前提是在所有情况下:
- (a) 在进行该转让前, 该全资附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺(条款及形式令其满意), 表明其同意且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束, 包括本第 5 条对投资者施加的限制, 犹如该全资附属公司自身受该等义务及限制的规限;
 - (b) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、声明、陈述及保证;
 - (c) 投资者及投资者的有关全资附属公司须被视为有关其所持所有相关股份的投资者, 并共同及各别地承担本协议订明的所有责任及义务;
 - (d) 若在禁售期届满前的任何时间, 该全资附属公司已经或将不再是投资者的全资附属公司, 则其须(及投资者须促致该附属公司)立即, 及无论

如何在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司向本公司、联席保荐人及整体协调人作出以本公司、联席保荐人及整体协调人为受益人的书面承诺（条款及形式令其满意），表明其同意且投资者承诺将促使该全资附属公司将受投资者在本协议项下的义务约束，包括但不限于本第 5 条对投资者施加的限制，及作出本协议规定的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及个别地承担本协议订明的所有责任及义务；及

- (e) 该全资附属公司(i)现时并非且未来不会成为美国人士，亦不会为美国人士的账户或利益收购相关股份；(ii)现时且未来位于美国境外；及(iii)根据《证券法》S 规例在离岸交易中收购相关股份。

- 5.4 投资者同意及承诺，除取得本公司、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直接及间接所持股份总数占本公司全部已发行股本的百分比于任何时间均须低于本公司全部已发行股本的 10%（或《上市规则》中不时就“主要股东”的定义规定的其他百分比），且于上市日期后 12 个月期间内不会成为本公司核心关连人士（定义见《上市规则》），以及投资者及其紧密联系人（定义见《上市规则》）直接及间接所持股份总数占本公司全部已发行股本的百分比不得导致公众人士（按《上市规则》的定义及联交所的诠释，包括但不限于《上市规则》第 8.08 条）所持本公司证券总数低于《上市规则》规定的百分比或联交所可能不时批准并适用于本公司的其他相关百分比。投资者同意在其知悉任何上述情况时书面通知本公司、联席保荐人及整体协调人。
- 5.5 投资者同意，其乃按自营投资基准持有本公司股本，并应本公司、联席保荐人及 / 或整体协调人合理请求向本公司、联席保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准持有本公司股本。除非《上市规则》允许或联交所批准，投资者不得，并须促使其控股股东、联系人及其各自的实益拥有人均不得，通过累计投标过程申购或下单购买全球发售的 H 股（投资者股份除外），亦不得申购香港公开发售的 H 股。
- 5.6 投资者及其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表均不得直接及间接与本公司、本公司的控股股东（定义见招股章程）、本集团任何其他成员公司或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员或代理订立与《上市规则》（包括《上市指南》第 2.5 及 4.15 章或香港监管机构发布的其他书面指引）不一致或相悖的任何安排或协议（包括任何附函）。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、联席保荐人及整体协调人陈述、保证、承诺、承认、同意和确认：

- (a) 本公司、联席保荐人、整体协调人及他们各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、代理、顾问、联系人、合伙

人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示范围内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示范围内，前述人士概不会对投资者负有任何法律责任；

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档并作为展示文件；
- (c) 须根据《上市规则》向联交所提交或须向FINI提交的有关投资者的资料，必要时与本公司、联交所、证监会及其他政府部门共享，并会纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人（定义见《上市规则》）披露，且所有该等资料在各方面均属真实、完整及准确，且并无误导成分；
- (d) 投资者承认及同意，本公司、联席保荐人及整体协调人可向政府部门（包括但不限于联交所、证监会及中国证监会）提交有关其购买H股或根据本协议参与配售的资料；且投资者承认及承诺披露及提供通过掉期安排或其提供或管理的其他金融或投资产品投资H股的其他直接或间接投资者的所有必要资料（包括但不限于身份及认购金额）；
- (e) 发售价将完全根据全球发售的条款及条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售的国际包销商的国际代表身份认购；
- (g) 投资者将根据及依据本公司组织章程大纲及细则或其他组成或章程文件及本协议的条款及条件接受投资者股份；
- (h) 投资者股份数目可能在国际发售与香港公开发售之间受到根据《上市规则》、《上市规则》第18项应用指引或《上市指南》第4.14章重新分配H股或联交所可能批准及不时适用于本公司的其他比例的影响；
- (i) 联席保荐人、整体协调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《上市规则》的相关规定，包括但不限于(a)《上市规则》第8.08(3)条的规定，即于上市日期由公众人士持有的H股中，三大公众股东实益拥有的百分比不得超过50%；(b)《上市规则》第19A.13A条的公众持股量规定，或另行获得联交所的豁免；(c)《上市规则》第19A.13C条的自由流通量规定；

- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、联席保荐人及 / 或整体协调人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (k) 本公司、联席保荐人、整体协调人及彼等各自的任何联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表及参与全球发售的任何其他方概不就收购投资者股份或有关投资者股份的任何交易产生的任何税项、法律、货币、经济或其他后果承担任何责任；
- (l) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或为其利益直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或以任何其他司法管辖区任何人士的名义或为其利益而进行，而有关司法管辖区适用法律允许者除外；
- (m) 其明白及同意，仅可(A)根据《证券法》第144条或其项下其他适用豁免于美国境内；或(B)依据《证券法》S规例在美国境外于“离岸交易”（定义见《证券法》S规例）中转让投资者股份，及以上须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (n) 其明白，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）、高级人员、雇员、代理、顾问、联系人、合伙人及代表概无就《证券法》项下第144条或任何其他可用豁免是否适用于后续再发售、转售、质押或转让投资者股份作出任何声明；
- (o) 除非第5.3条作出规定，否则若一家附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (p) 投资者在法律许可的最大范围内不可撤销地豁免其可能针对任何联席保荐人、整体协调人、其他包销商及本公司、其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级人员、雇员、合伙人、顾问及代表因本协议和全球发售或就其提起的任何索赔（发行人 / 中介存在欺诈除外）；
- (q) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），且在不对其已订立的任何保密协议造成不利影响的情况下，其：

- (i)除严格以按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）披露有关信息仅作评估投资者股份用途，或按法律另行规定进行披露外，不得向任何人士披露该信息，直至有关信息因投资者或其任何获授权接收人过错以外的原因而成为公开信息为止；(ii)尽力确保其获授权接收人（按照本第6.1(q)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不会且将确保其获授权接收人（按照本第6.1(q)向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或以其他方式交易H股或本公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (r) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息和材料。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或交付的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (s) 在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，本协议整体或单独不构成出售证券的要约；
- (t) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、联席保荐人或整体协调人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提

供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

- (u) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、联席保荐人及 / 或整体协调人（包括其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息（无论是否由本公司、联席保荐人、整体协调人或其各自的董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士或其他人士），及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、联席保荐人、整体协调人及其各自董事、监事（如适用）、高级人员、雇员、附属公司、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其董事、监事（如适用）、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；
- (v) 联席保荐人、整体协调人、全球发售的其他包销商及其各自董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或本集团成员的业务、经营、前景或状况（财务或其他）或就与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议、《上市规则》和任何适用法律有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份时不时适用的所有限制（如有）；
- (x) 其已就本公司、本集团、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人或包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审查或调查或其他建议或慰问，及本公司、联席保荐人、整体协调人或其各自联系人、联属人士、附属公司、董事、监事

（如适用）、高级人员、雇员、合伙人、顾问、代理或代表或参与全球发售的任何其他人士，均不对收购投资者股份或有关交易投资者股份的任何税务、监管、财务、会计、法律、货币或其他经济或其他后果承担责任；

- (y) 其明白，投资者股份目前并无公开市场，本公司、联席保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、顾问、代表、联系人及合伙人以及参与全球发售的任何人士并未就将存在投资者股份的公开或活跃市场作出担保；
- (z) 若全球发售因任何原因延迟、终止或未完成，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）、高级人员、雇员、合伙人、顾问、代理或代表对投资者或其附属公司不承担任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；(ii)香港公开发售及国际发售项下分别待发行的H股股数；及(iii)提呈发售的H股的其他调整或重新分配、发售价范围及联交所可能批准且符合适用法律的最终发售价拥有绝对酌情权；
- (bb) 除本协议及投资者、本公司、联席保荐人及整体协调人订立的保密协议（如有）外，投资者（作为一方）与本公司、本公司任何股东、联席保荐人及 / 或整体协调人（作为另一方）并无订立其他与全球发售有关的协议；
- (cc) 投资者未因以下原因获得投资者股份，且投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与任何定向销售活动（定义见《证券法》S规例）或任何一般劝诱或一般广告（定义见《证券法》D规例第502(e)条），或以任何方式参与投资者股份的公开发售（定义见《证券法》第4(2)条）；
- (dd) H股的任何交易均须遵守适用法律法规，包括《证券及期货条例》、《上市规则》、《证券法》和任何其他适用法律、法规或任何主管证券交易所的相关规则对股票交易的限制；
- (ee) 任何要约、出售、质押或并非根据本协议限制作出的其他转让均不会得到本公司对相关股份的认可；及
- (ff) 投资者同意于上市日期或根据第4.5条协定的有关其他日期前至少一个营业日，支付总投资金额及相关经纪佣金与征费。

6.2 投资者进一步向本公司、联席保荐人及整体协调人各自进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立、有效存续且良好经营，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其合资格接收及使用本协议（其中包括本协议、招股章程草案及初步发售通函草案等）项下的资料，该等资料不会违反适用于投资者的所有法律，亦不会要求在投资者所在的司法管辖区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未失效、被撤销、撤回或废止及概无任何批准须受尚未满足或履行的任何先决条件的限制。截至本协议日期，所有批准均未被撤销，且投资者并不知悉任何可能导致批准失效、撤回或撤销的事实或情况。投资人进一步同意并承诺，如果任何批准因任何原因不再具备十足效力及作用或失效、被撤销、撤回或废止，将立即以书面形式通知本公司、联席保荐人及整体协调人；
- (h) 投资者签立及交付本协议，及其履行本协议及认购或收购（视情况而定）投资者股份将不会违反或导致投资者违反：**(i)**投资者各自的组织章程大纲及细则或其他组成或章程文件；**或(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购或收购（视情况而定）投资者股份可能以其他方式适用于投资者的法律；**或(iii)**对投资者具有约束力的任何协议或其他文书；**或(iv)**对投资者具有司法管辖权的任何政府部门任何裁决、命令或判令；
- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括在联交所、证监会、中国证监会及 / 或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）要求的时限内向其提供或促

使或促致直接或间接通过本公司、联席保荐人及 / 或整体协调人提供监管机构所要求的信息（包括但不限于(i)投资者及其最终实益拥有人（如有）及 / 或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于他们各自的姓名和注册地点）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的细节、投资者股份的数量、总投资金额以及本协议项下的禁售限制）；(iii)交易结构（包括任何涉及投资者股份的掉期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拥有人的身份信息，以及该等掉期安排或其他金融或投资产品的提供者）；及 / 或(iv)投资者或其实益拥有人及联系人与本公司及其任何股东之间的任何关联关系（统称为“**投资者相关信息**”）。投资者进一步授权本公司、联席保荐人、整体协调人或其各自的联属人士、附属公司、董事、监事（如适用）、高级人员、雇员、顾问及代表向监管机构披露任何投资者相关信息及 / 或于任何公开文件或《上市规则》或适用法律的要求或任何相关监管机构要求的其他公告或文件中披露；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其并非有关本协议下拟进行交易的任何联席保荐人或整体协调人；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事、监事或高级人员；
- (m) 其于《证券法》S规例所指“离岸交易”中于美国境外认购投资者股份，且其现时并非且未来不会成为美国人士；
- (n) 投资者认购投资者股份的交易获《证券法》注册要求的豁免或不受《证券法》注册要求；
- (o) 根据全球发售认购投资者股份时，投资者已自行评估《有关美国在受关注国投资特定国家安全技术与产品的规定》（“**对外投资规定规则**”）的适用性，并在进行任何有关评估时咨询其自有法律顾问，并仅依赖其法律顾问关于对外投资规定规则适用性的建议。投资者承认，本公司、整体协调人、联席保荐人、全球发售的包销商及其各自的附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、代理、代表、联系人、合伙人及顾问以及参与全球发售的各方均未作出任何陈述，且就对外投资规定规则不承担任何责任；
- (p) 投资者及投资者实益拥有人及 / 或联系人(i)正为投资者自身利益或投资者实

益拥有人及 / 或联系人的利益认购本公司的投资者股份，且投资者股份的认购来自投资者及 / 或投资者的实益拥有人及 / 或联系人；(ii)为独立于本公司或其任何附属人士的第三方；(iii)并非本公司的关连人士（定义见《上市规则》）或联系人，及投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议完成后独立于有关控制本公司的关连人士且不会与该等人士一致行事（定义见证监会发布的《公司收购、合并及股份回购守则》）；(iv)具有履行本协议项下所有义务的财务能力；(v)并非受(a)本公司的任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或其任何附属公司的任何董事、监事（如适用）、行政总裁、控股股东、主要股东、现有股东或任何前述人士的紧密联系人（定义见《上市规则》）之一直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收上述人士的关于收购、出售、投票或以其他方式处置本公司证券的任何指令；及(vi)与公司或其任何股东，除以书面形式向本公司、联席保荐人及整体协调人披露者外，并无任何关联关系；

- (q) 投资者将通过香港结算的FINI系统向联交所和香港结算提供须提交的必要资料，并确保投资者提供的所有此类资料在所有重要方面均属真实、完整及准确，且该等资料将按需要与本公司、联交所、证监会及其他监管机构共享，并将纳入综合承配人名单，并在FINI上向参与全球发售的整体协调人披露；
- (r) 投资者将使用其自有资金认购投资者股份，且其并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (s) 投资者、其实益拥有人及 / 或联系人均非(i)全球发售的联席保荐人、整体协调人、账簿管理人、牵头经办人、资本市场中介人、包销商、牵头经纪商或分销商中任何人士的“关连客户”；(ii)本公司任何现有股东的“紧密联系人”；或(iii)代理公司（除非最终实益拥有人的姓名均披露于《上市规则》附录F1《股本证券的配售指引》的1C段）。词语“关连客户”、“牵头经纪商”及“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (t) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所赋予的涵义；
- (u) 投资者、其实益拥有人及其各自联系人均非本公司或其联系人的董事（包括前12个月内担任董事的）、监事或现有股东或上述任何职位的提名人士；
- (v) 除先前以书面形式通知联席保荐人及整体协调人外，投资者及其实益拥有人均不属于(a)联交所FINI包销商名单模板所述或由FINI界面或《上市规则》要求披露并与包销商相关的任何包销商类别（“基石投资者”除外）；或(b)《上市规则》（包括但不限于第12.08A条）要求须于本公司的分配结果公告识别的任何包销商组别；

- (w) 投资者并未及将不会就分销H股与任何“分销商”（定义见《证券法》）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (x) 各投资者及其董事、监事（如适用）、高级人员、雇员或代理均非受制裁人士；
- (y) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）及《上市指南》第2.5章及4.15章的条文以及证监会颁布的相关指引（经不时更新或修订），其并不会采取任何会导致本公司、联席保荐人及 / 或整体协调人违反该等条文的行为；
- (z) 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的总持股量（直接及间接）不得导致公众持有的本公司证券总额（具有《上市规则》所界定的含义）低于《上市规则》规定的百分比或联交所另行批准的百分比；
- (aa) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、其附属公司、关连人士、任何联席保荐人或整体协调人或全球发售的包销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关联；
- (bb) 投资者或其联属人士、联系人、董事、监事（如适用）、高级人员、雇员、代理或代表与本公司或其控股股东（定义见招股章程）、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）、高级人员、雇员或代理尚未或将不会订立或作出协议或安排（包括与《上市规则》（包括《上市指南》第2.5章及第4.15章或香港监管机构发布的其他书面指引）不符的任何附加函件）；
- (cc) 除依据本协议外及 / 或在符合《上市指南》第2.5章及第4.15章的情况下，投资者或其任何联系人均未申请全球发售下的任何股份或通过累计投标方式就全球发售下的任何股份下达订单；
- (dd) 除本协议所规定外，投资者并未就投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺；及
- (ee) 除先前以书面形式向本公司、联席保荐人及整体协调人披露者外，投资者、其实益拥有人及 / 或联系人并无及不会订立任何与投资者股份相关的掉期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声明及保证，附表二所载有关其及其所属的公司集团以及向监管机构及 / 或本公司、联席保荐人及整体协调人及其各自联属人士提供及 / 或应其要求提供的所有与投资者相关信息的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第 6.1(b)条条文的条件下，

若在本公司、联席保荐人及整体协调人全权视为必要，则投资者不可撤销地同意于公开文件、营销及路演材料及本公司、联席保荐人及 / 或整体协调人可能就全球发售发布或另行向任何相关监管机构提呈的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、联席保荐人及 / 或整体协调人合理要求的其他事宜的信息及 / 或证明文件，以确保其遵守适用法律及 / 或公司或证券登记规定及 / 或主管监管机构（包括但不限于联交所、证监会和中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性或欺诈性，且其将立即以书面形式通知有关说明的任何更改，并向本公司、联席保荐人及整体协调人提供意见及更新的信息及 / 或支持文件。

- 6.4 投资者明白，依据香港法律及美国证券法及其他须作出第 6.1 及 6.2 条所载保证、承诺、声明、协议、确认及承认。投资者承认，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附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、协议、确认及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明、协议、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺诈性时立即书面通知本公司、联席保荐人及整体协调人。
- 6.5 经要求后，投资者同意及承诺，投资者对由于投资者或其各自的高级人员、董事、监事（如适用）、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、联席保荐人、整体协调人及全球发售的包销商（代表自身或以信托的行事代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级人员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为注册成立及有效存续；

- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第5.1条所载付款全额支付及禁售期的规限下，除投资者股份不得由中国的法人或自然人认购或在中国境内的若干合格境内机构投资者、沪港通或深港通下的合格中国投资者以及根据相关中国法律法规或经任何主管部门批准有权持有H股的其他人之间进行交易外，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
 - (d) 本公司、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立不符合《上市规则》（包括《上市指南》第4.15章）的任何协议或安排（包括单边保证函）；及
 - (e) 除非本协议规定，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事（如适用）、高级人员、雇员或代理均未就任何投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。
- ## 7. 终止
- 7.1 本协议可：
- (a) 根据第3.2条、第4.6条或第4.8条予以终止；
 - (b) 倘若投资者或投资者的全资附属公司（如根据第5.3条转让投资者股份）于全球发售交割或之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺及确认），则由本公司或各联席保荐人及整体协调人任何一方（尽管本协议中任何条文存在相反的规定）单方予以终止；或
 - (c) 经各方书面同意予以终止。
- 7.2 在不影响第 7.3 条的情况下，倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外）及各方于本协议下的权利及责任（除下文第 11 及 12 条所载权利外）须终止，且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。
- 7.3 尽管有前述规定、第 6.5 条及投资者在本协议中作出的弥偿，即使本协议终止，第 10 条（一般条款）在任何情况下均应继续有效。

8. 公告及机密性

- 8.1 除本协议及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人和投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、证监会、中国证监会及 / 或本公司、联席保荐人及 / 或整体协调人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发行的公开文件及本公司、联席保荐人及 / 或整体协调人或代表本公司、联席保荐人及 / 或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
 - (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事（如适用）、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
 - (c) 任何适用法律、对其具有司法管辖权的任何政府部门或机构（包括联交所、证监会及中国证监会）或交易所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具法律约束力的判决、指令或任何主管政府部门可能要求任何一方作出的其他行为。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，惟投资者已经提前咨询本公司、联席保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意的情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在刊发之前提供给投资者审阅。投资者须与本公司、联席保荐人及整体协调人合作，以确保公开文件中与之有关的所有提述真实、完整、准确及不具误导性或欺诈性及公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、联席保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条所述须作出的任何披露有关的所有合理要求的协助（包括提供与此相关的进一步资料及 / 或支持文件、其背景资料、其与本公司的关系、其所有权（包括最终实益拥有权）及 / 或与该等事宜相关的其他可能被本公司、联席保荐人或整体协调人合理要求的资料），以(i)更新在本

协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、联席保荐人及整体协调人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会和中国证监会在内的主管监管机构的要求。

9. 通知

9.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第 9.2 条规定的方式发送至以下地址：

相关方	联络信息	地址
本公司	电邮： xuexiaoqiao@cofoe.com 收件人：薛小桥	中国湖南省长沙市雨花区振华路 816 号
投资者	电邮：46629385@qq.com 收件人：陆勤超	香港九龙油塘崇信街 18 号蔚蓝东岸 5 座 17 字楼 F 室
华泰	电邮：projecth87@htsc.com 收件人：H87 项目交易团队	香港皇后大道中 99 号中环中心 62 楼
BNP	电 邮： list.cib.projecth87@asia.bnpparibas.com 收件人：H87 项目交易团队	香港中环金融街 8 号国际金融中心二期 60 楼及 63 楼

9.2 本协议下的任何通知须以专人递送、电子邮件或预付邮资邮寄的方式送出。任何通知在以下情况下视为已获接收：若以专人递送方式送出，则于送出时；若以传真方式送出，则于收到传送确认时；若以电子邮件方式送出，则于发送完成后即刻生效（以发件人发送电邮的设备所记录的发送时间为准，而不论该电邮是否获确认收悉，惟发件人收到电邮未能送达的自动回复信息则除外）；及若以预付邮资邮寄方式送达，则在无证据证明较早收到的情况下，于邮寄后 48 小时（如以航空邮件发出，则为邮寄后六日）。凡于非营业日收到的任何通知，均视为于其后首个营业日收到。

10. 一般条款

- 10.1 各方确认及陈述已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2 本协议项下各联席保荐人及整体协调人的义务均为分别义务（而非共同或共同连带义务）。任何联席保荐人或整体协调人均无须对其他联席保荐人或整体协调人未履行其在本协议项下义务的行为承担责任，且有关未履行义务的行为不影响其他联席保荐人或整体协调人强制执行本协议条款的权利。尽管有上述规定，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人或整体协调人共同强制执行其依据本协议享有的任何或全部权利。
- 10.3 除明显错误外，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和发售价的计算及决定具有决定性。
- 10.4 投资者、本公司、联席保荐人及整体协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6 本协议将仅以中文签署。
- 10.7 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第 4 条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条。
- (b) 本协议可终止或取消及任何条款可未经第 10.11(a) 分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12 各联席保荐人及整体协调人均有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。

尽管已作出任何有关授权，该联席保荐人或整体协调人须对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.13 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不排除任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、联席保荐人及整体协调人有权取消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2 凡因本协议引起的或与本协议有关的任何争议、纠纷或索赔，或因本协议的违约、终止或无效而产生的任何争议、纠纷或索赔（统称“争议”），均应提交香港法院解决，香港法院对此享有专属管辖权。各方不可撤销地同意接受该等法院的管辖，并同意就任何争议提起的法律程序均可在该等法院进行。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、

裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

13. 副本

- 13.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，但所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立。

For and on behalf of
为及代表

Cofee Medical Technology Co., Ltd.
可孚医疗科技股份有限公司



Xue Xiaoqiao (薛小桥)
Director 董事

签署人：

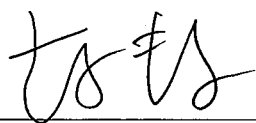
陆勤超

姓名：陆勤超

为及代表:

华泰金融控股（香港）有限公司

签署人:

A handwritten signature in black ink, appearing to be '蒋静' (Jiang Jing), written over a horizontal line.

姓名: 蒋静

职衔: 执行董事

为及代表:

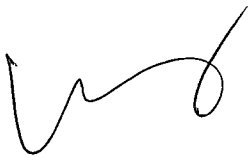
法国巴黎证券(亚洲)有限公司

签署人:



姓名: WANG Ren

职衔: 董事总经理



姓名: JIANG Xiong Xiao

职衔: 董事总经理

附表一

投资者股份

投资者股份数目

投资者股份数目应等于(1)2,000,000 美元的等值港元（按招股章程中披露的港元兑美元汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价所得数目，向下约整至最接近 100 股 H 股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指南》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现本公司最终招股章程中“全球发售架构 – 定价及分配 – 重新分配”一节所载之情形，则投资者股份数目可被按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以(i)符合《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的H股中，由三大公众股东实益拥有的百分比不得超过50%；及(ii)遵守《上市规则》下的相关最低要求，包括但不限于《上市规则》第19A.13A条下的公众持股量要求、《上市规则》第19A.13C条下的自由流通量要求及《上市规则》附录F1所载配售指引。

附表二

投资者详情

投资者

陆勤超

投资者在招股章程中的描述：

陆勤超（「**陆女士**」）为一名个人投资者及独立第三方。陆女士拥有逾 20 年基金投资经验。陆女士现任广州丹麓股权投资管理有限公司（「**丹麓资本**」）的创始人兼执行事务合伙人，专注于医疗健康产业的早期股权投资，丹麓资本的资产管理规模近人民币 20 亿元。其投资组合包括但不限于广州朗目生命科技有限公司及苏州良医汇网络科技有限公司。

相关投资者类别（联交所FINI承配人名单模板所述或由FINI界面要求披露）：

基石投资者

I, the undersigned, do hereby certify
that I have examined this document
with its original and that the same is a
true and complete copy thereof

[Execution Version]

DATED April 24, 2026

COFOE MEDICAL TECHNOLOGY CO., LTD.
(可孚醫療科技股份有限公司)

Digitally signed by Ha Ching Ching, **THE CONTROLLING SHAREHOLDERS**
Joint Company Secretary **(whose names appear in SCHEDULE 1)**

HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED

BNP PARIBAS SECURITIES (ASIA) LIMITED

and

THE HONG KONG UNDERWRITERS
(whose names appear in SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 2,700,000 H Shares
(subject to reallocation)
of nominal value of RMB1.00 per H Share in the share capital of
COFOE MEDICAL TECHNOLOGY CO., LTD.
(可孚醫療科技股份有限公司)
being part of a global offering of initially 27,000,000 H Shares

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THIS AGREEMENT is made on April 24, 2026

AMONGST:

- (1) **COFOE MEDICAL TECHNOLOGY CO., LTD. (可孚醫療科技股份有限公司)**, a joint stock company incorporated in the People's Republic of China with limited liability and having its registered office at No. 87, Section 1, Huanbao East Road, Yuhua District, Changsha City, Hunan Province, the PRC (the "**Company**");
- (2) **THE PERSONS** whose respective names and addresses are set out in SCHEDULE 1 (collectively the "**Controlling Shareholders**" and each of them a "**Controlling Shareholder**");
- (3) **HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED**, a company incorporated in Hong Kong whose principal place of business is at 62/F., The Center, 99 Queen's Road, Central, Hong Kong ("**Huatai Financial**");
- (4) **BNP PARIBAS SECURITIES (ASIA) LIMITED**, a company incorporated in Hong Kong whose principal place of business is at 60/F. and 63/F., Two International Finance Center, 8 Finance Street, Central, Hong Kong ("**BNPP**", together with Huatai Financial and each, the "**Joint Sponsors**" and the "**Sponsor-OC(s)**");
- (5) **THE HONG KONG UNDERWRITERS** whose respective names and addresses are set out in SCHEDULE 2 (collectively the "**Hong Kong Underwriters**" and each of them a "**Hong Kong Underwriter**").

RECITALS:

- (A) The Company was established as a limited liability company in the PRC on November 19, 2009 and was converted into a joint stock company with limited liability on December 26, 2019 under the laws of the PRC. As of the date of this Agreement, the registered share capital of the Company is RMB208,897,000 divided into 208,897,000 Shares with a nominal value of RMB1.00 each.
- (B) The Company is a joint stock company with limited liability under the laws of the People's Republic of China and has been listed on the ChiNext Market of the Shenzhen Stock Exchange (stock code: 301087.SZ) since 2021. The Company proposes to conduct the Global Offering on the Main Board of the Stock Exchange (as defined below), pursuant to which it will offer H Shares to the public in Hong Kong in the Hong Kong Public Offering (as defined below) and will concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulation S under the Securities Act pursuant to the International Offering (as defined below).
- (C) Huatai Financial and BNPP are the joint sponsors to the Company in connection with the proposed listing of the H Shares (as defined below) on the Main Board of the Stock Exchange. The Joint Sponsors, on behalf of the Company, submitted on August 29, 2025 an application to the Stock Exchange and renewed such listing application on March 16, 2026, for the listing of and permission to deal in the H Shares issued and to be issued pursuant to the Global Offering as described in the Hong Kong Prospectus (as defined below). Huatai Financial and BNPP are the Sponsor-OCs in connection with the Global Offering. Huatai Financial, BNPP and Futu Securities International (Hong Kong) Limited are the Overall Coordinators in respect of the Global Offering.
- (D) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally)

underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

- (E) The Company and the Controlling Shareholders have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.
- (F) The Company has appointed Tricor Investor Services Limited to act as its H share registrar for the H Shares.
- (G) The Company has appointed Bank of China (Hong Kong) Limited as the Receiving Bank for the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (H) The Company, the Controlling Shareholders, the Sponsor-OCs and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (I) At a meeting of the Board held on April 10, 2026, resolutions were passed pursuant to which, *inter alia*, the Directors were authorised to agree and sign on behalf of the Company this Agreement and all other relevant documents in connection with the Global Offering.
- (J) In connection with the Global Offering, the Company obtained the notice of filing from the CSRC dated February 28, 2026.

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 April 30, 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 Stock Exchange 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 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 purpose of the foregoing, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlling”**, **“controlled by”** and **“under common**

control with” shall be construed accordingly;

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

“Application Proof(s)” means the application proofs of the prospectus of the Company posted on the SEHK’s website at www.hkexnews.hk on August 29, 2025 and March 16, 2026;

“Approvals and Filings” means all approvals (including but not limited to the CSRC Filings), consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations, filings and registrations with any person, of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

“Articles of Association” means the articles of association of the Company conditionally adopted on April 10, 2026 and which will become effective on the Listing Date, as amended, supplemented or otherwise modified from time to time;

“associate” or **“close associate”** shall have the respective meanings ascribed thereto in the Listing Rules;

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

“A Shares” means ordinary share(s) issued by our Company, with a nominal value of RMB1.00 each, which is/are subscribed for or credited as paid in Renminbi and is/are listed for trading on the Shenzhen Stock Exchange;

“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;

“Brokerage, Fees and Levies” means the Brokerage, the Trading Fee and the Transaction Levies;

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

“Capital Market Intermediaries” or **“CMIs”** means Huatai Financial, BNPP and Futu Securities International (Hong Kong) Limited, being the capital market intermediaries of the Global Offering;

“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 the Capital Market Intermediaries with respect to the Global Offering;

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the SFC as amended from time to time;

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

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

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

“Conditions Precedent Documents” means the documents listed in Parts A and B of Schedule 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 Investment Agreements” means the several cornerstone investment agreements entered into by, among others, the Company, the Joint Sponsors, the Sponsor-OCs and the several cornerstone investors as described in the section headed

“Cornerstone Investors” in the Hong Kong Prospectus;

“Controlling Shareholders” has the meaning ascribed to it under the Listing Rules and in the context of this Agreement, refers to Mr. Zhang Min (张敏), Ms. Nie Juan (聂娟), Changsha Xiezhao Medical Investment Co., Ltd. (长沙械字号医疗投资有限公司) and Changsha Keyuan Tongchuang Enterprise Management Center (Limited Partnership) (长沙科源同创创业投资合伙企业(有限合伙));

“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, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on August 30, 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 and Senior Management” in the Hong Kong Prospectus;

“Disclosure Package” has the meaning ascribed to it in the International Underwriting Agreement;

“Encumbrance” means any 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;

“Final Offering Circular” means a final offering circular expected to be issued by the Company in connection with the International Offering;

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

“FINI Agreement” means the FINI agreement dated April 1, 2026 entered into between the Company and the HKSCC;

“First Six-Month Period” has the meaning ascribed thereto in Clause 9.1;

“Formal Notice” means the press announcement in the 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;

“Governmental Authority” any public, regulatory, taxing, administrative or governmental, agency or authority, any self-regulatory organisation or any securities exchange authority, other authority and any court at the national, provincial, municipal or local level of the jurisdictions in which the Company is incorporated or the H Shares are to be listed or the Group’s business is carried out or the Group’s asset is held, including (without limitation) the PRC and Hong Kong (as the case may be);

“Group” means the Company and its Subsidiaries or, where the context so requires, their predecessors (as the case may be), and the expression **“member of the Group”** or **“Group Companies”** shall be construed accordingly;

“Guide” means the Guide for New Listing Applicants published by the Stock Exchange;

“H Share(s)” means ordinary share(s) in the share capital of the Company, with a nominal value of RMB1.00 each, which an application has been made for listing and permission to trade on the Hong Kong Stock Exchange;

“H Share Registrar” means Tricor Investor Services Limited;

“H Share Registrar Agreement” means the agreement dated April 17, 2026 entered into between the Company and the H Share Registrar in relation to, among others, the appointment of the H Share Registrar;

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“HKSCC EIPO” the application for the Hong Kong Offer Shares to be issued in the name of HKSCC Nominees and deposited directly into CCASS to be credited to the investor’s or a designated HKSCC Participant’s stock account through causing HKSCC Nominees to apply on the investor’s behalf, including by instructing the investor’s broker or custodian who is a HKSCC Participant to give electronic application instructions via HKSCC’s FINI system to apply for the Hong Kong Offer Shares on the investor’s behalf;

“HKSCC Nominees” means HKSCC Nominees Limited, a wholly-owned subsidiary of HKSCC;

“HKSCC Participant” a participant admitted to participate in CCASS as a direct clearing participant, a general clearing participant or a custodian participant;

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

“Hong Kong Offer Shares” means 2,700,000 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 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 April 27, 2026;

“Hong Kong Public Offering” means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

“Hong Kong Public Offering Applications” means applications to purchase Hong Kong Offer Shares made online through the White Form eIPO Service or through the HKSCC EIPO channel to cause HKSCC Nominee to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, the Hong Kong Underwriters’ Applications;

“Hong Kong Public Offering Documents” means the 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(s)” means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter as set out in Schedule 2 to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as

applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter as set out 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 as provided in Clause 4.7 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“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 Capital Market Intermediaries and the Hong Kong Underwriters; (ii) their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.7; (iii) their respective representatives, partners, directors, officers, employees and agents; (iv) all representatives, partners, directors, officers, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates directly involved in the Global Offering; and (v) the successors and assigns of all of the foregoing persons, and **“Indemnified Party”** means any of them;

“Indemnifying Parties” has the meaning ascribed to it in Clause 12.1 of this Agreement;

“Industry Consultant” means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., the independent industry consultant for the Company;

“Internal Control Consultant” means Ernst & Young (China) Enterprise Consulting Co., Ltd. (安永(中国)企业咨询有限公司), the internal control consultant to the Company;

“International Offer Shares” means 27,300,000 H Shares initially being offered by the Company for subscription under the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement;

“International Offering” means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement;

“International Offering Documents” means the Preliminary Offering Circular, the Disclosure Package, the Final Offering Circular, any supplemental offering materials, the Formal Notice and the Roadshow Materials;

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

“International Underwriters” means the persons named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into between, among others, the Company, the Controlling Shareholders, the Sponsor-OCs and the International Underwriters;

“Investor Presentation Materials” means all information, materials and documents issued,

given or presented in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

“IT Auditor” means Ernst & Young (China) Enterprise Consulting Co., Ltd. (安永(中国)企业咨询有限公司), the IT auditor to the Company;

“Joint Bookrunners” means Huatai Financial, BNPP and Futu Securities International (Hong Kong) Limited, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means Huatai Financial, BNPP and Futu Securities International (Hong Kong) Limited, being the joint global coordinators of the Global Offering;

“Joint Lead Managers” means Huatai Financial, BNPP and Futu Securities International (Hong Kong) Limited, being the joint lead managers to the Global Offering;

“Joint Sponsor(s)” means Huatai Financial and BNPP;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (WUMP) Ordinance, the CSRC Rules, and 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);

“Listing Date” means the first day on which the H Shares commence trading on the Main Board of the SEHK (which is expected to be on May 6, 2026);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time), together with the Guide and other requirements of the SEHK;

“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, earnings, solvency, liquidity position, funding, results of operations, position or condition, financial, operational or otherwise, or performance of the Group, taken as a whole, whether or not arising in the ordinary course of business, or which could adversely affect the ability of the Group to perform its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents or which is material in the context of the Global Offering;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, earnings, solvency, liquidity position, funding, results of operations, position or condition, financial, operational or otherwise, or performance of the Group taken as a whole, whether or not arising in the ordinary course of business, or which could adversely affect the ability of the Group to perform its obligations under this Agreement, the International Underwriting Agreement or any Operative Documents or which is material in the context of the Global Offering;

“Nominee” means Bank of China (Hong Kong) Nominees Limited;

“OC Announcements” means the announcements dated August 29, 2026, March 16, 2026 and

March 30, 2026, setting out the name of the Overall Coordinators appointed by the Company in connection with the Global Offering;

“OC Engagement Letters” means the Sponsor and Sponsor-OC Engagement Letters and the engagement letter in respect of the Global Offering entered into between the Company and Futu Securities International (Hong Kong) Limited as an Overall Coordinator;

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased (as the case may be) under the Global Offering;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares, being offered at the Offer Price under the Global Offering;

“Offering Documents” means the Hong Kong Public Offering Documents, the International Offering Documents and any other information, materials or documents issued, given, released or used in connection with 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 or any of the Underwriters;

“Operative Documents” means the Cornerstone Investment Agreement[s], the Price Determination Agreement, the Receiving Bank Agreement, the H Share Registrar Agreement and the FINI Agreement and the documents set out in “Statutory and General Information - Further Information about the Business of our Company - 1. Summary of Material Contracts” in Appendix VI to the Hong Kong Prospectus;

“Overall Coordinators” means Huatai Financial, BNPP and Futu Securities International (Hong Kong) Limited, being the Overall Coordinators of the Global Offering;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on April 10, 2026, including each amendment and supplement thereto posted on the Stock Exchange’s website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

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

“Preliminary Offering Circular” means the preliminary offering circular expected to be dated on or around April 27, 2026 issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in agreed form to be entered into between the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed in accordance with Clause 2.5;

“Proceedings” has the meaning ascribed to it in Clause 12.1 of this Agreement;

“Receiving Bank” means Bank of China (Hong Kong) Limited;

“Receiving Bank Agreement” means the agreement dated April 24, 2026 entered into between the Company, the Receiving Bank, the Sponsor-OCs, the Nominee and the H Share Registrar;

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

“Reporting Accountants” means Ernst & Young, Certified Public Accountants and Registered Public Interest Entity Auditor;

“Roadshow Materials” means the written materials in agreed form used by the Company during the course of the “roadshow” presentations to institutional investors in connection with the International Offering;

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

“Securities and Futures Ordinance” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

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

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

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

“Sponsor and Sponsor-OC Engagement Letter(s)” means the engagement letter(s) respectively dated June 27, 2025 entered into between the Company and Huatai Financial, and between the Company and BNPP;

“Sponsor-OCs” means Huatai Financial and BNPP;

“Subsidiaries” means the subsidiaries of the Company;

“Taxation” or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and 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, 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;

“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;

“Transaction Levy” means the aggregation of (i) the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC, and (ii) the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong;

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

“**Underwriting Commission**” has the meaning ascribed to it in Clause 6.1 of this Agreement;

“**US**” or “**United States**” means the United States of America;

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

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

“**Warrantors**” means the Company and the Controlling Shareholders;

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

“**White Form eIPO Service Provider**” means Tricor Investor Services Limited, the White Form eIPO Service provider designated by the Company.

- 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 whenever the words “**include**,” “**includes**,” and “**including**” are used in this Agreement, they shall be deemed to be followed by the words “**without limitation**”;
 - 1.4.2 references to “**Clauses**”, “**Recitals**” and “**Schedules**” are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.4 the term “**or**,” is not exclusive;
 - 1.4.5 references to “**persons**” shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);
 - 1.4.6 the terms “**purchase**” and “**purchaser**”, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;
 - 1.4.7 the terms “**sell**” and “**sale**”, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;
 - 1.4.8 references to a “**subsidiary**” or “**holding company**” shall be construed to have the

same meanings as defined in section 15 and section 13 of the Companies Ordinance;

- 1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
- 1.4.10 references to a document being “**in agreed form**” or “**in substantially agreed form**” shall mean such document in a form agreed between the Company, the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), or identified as such by way of exchange of emails between (a) O’Melveny & Myers, legal advisers to the Company as to Hong Kong and United States Laws, on behalf of the Company; and (b) Jingtian & Gongcheng LLP, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Joint Sponsors and the Hong Kong Underwriters;
- 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
- 1.4.12 references to “**knowledge, information, belief and/or awareness**” of any person or similar terms shall be treated as including but not limited to the best knowledge, information, belief or awareness which the person would have had if such person had made due and careful enquiries;
- 1.4.13 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.4.14 references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.4.15 references to one gender shall include the other genders; and
- 1.4.16 references to the singular shall include the plural and vice versa.

2. CONDITIONS

- 2.1 **Conditions precedent:** The obligations of the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs under this Agreement are conditional on the following conditions precedent being satisfied, or where applicable, waived:
 - 2.1.1 the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in **Part A of Schedule 4** and **Part B of Schedule 4**, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) may agree, respectively;
 - 2.1.2 the issue by the SEHK of a certificate of authorization of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by

their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (WUMP) Ordinance, not later than 6:00 p.m. or such later time as agreed by the SEHK 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 Listing Committee granting or agreeing to grant the listing of and permission to deal in the H Shares in issue and to be issued pursuant to the Global Offering or otherwise described in the Hong Kong Prospectus (either unconditionally or subject 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)) not later than one Business Day before the Listing Date (or such later date as the Company, the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree) and such listing of and permission to deal in the H Shares not subsequently having been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
- 2.1.4 Admission of the H Shares into CCASS having occurred and become effective (either unconditionally or subject only to the allotment and issue of the relevant Offer Shares, 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 such admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the SEHK in relation to the Listing) prior to the commencement of trading of the H Shares on the SEHK;
- 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters)) and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the Price Determination Date, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that all of the waivers and/or exemptions (if applicable) as stated in the Hong Kong Prospectus to be granted by the SEHK and/or the SFC (if applicable) are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;

- 2.1.8 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
 - 2.1.9 the Warranties being true, accurate in all material respects, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as though they had been given and made on such date by references to the facts and circumstances then subsisting); and
 - 2.1.10 each of the Warrantors having complied with its/his/her obligations and conditions on its/his/her part under this Agreement (or otherwise waived in accordance with the terms stated under this Agreement) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake 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 to procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such Conditions 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 the Hong Kong Underwriters and their counsel) on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), the SEHK, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of and permission to deal in the H Shares on the SEHK and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Joint Sponsors and the Sponsor-OCs may determine (in which case the Joint Sponsors and the Sponsor-OCs shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as it deems appropriate, provided that no extension shall be made beyond May 27, 2026 (being the date which is the 30th day after the date of the Hong Kong Prospectus) and any such extension and the new timetable shall be notified by the Sponsor-OCs to the other parties to this Agreement and the relevant Authorities (where applicable) 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 and 2.1.9 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Conditions on behalf of the Underwriters.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and

the provisions of Clause 11.2 shall apply.

- 2.5 **Determination of Offer Price:** The Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Sponsor-OCs (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon May 4, 2026 and no extension is granted by the Sponsor-OCs pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sponsor-OCs) hereby authorizes the Sponsor-OCs 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 Sponsor-OCs 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 number of Offer Shares:** The Sponsor-OCs (for themselves and on behalf of the Underwriters) may, where 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 stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, cause an announcement of such reduction to be published on the websites of the Company at <http://www.cofoe.com.cn> and the Stock Exchange at www.hkexnews.hk. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental or new prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering 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.

3. APPOINTMENTS

- 3.1 **Joint Sponsors, Sponsor-OCs and the Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) the Joint Sponsors as the joint sponsors in respect of its application for Admission; (ii) the Sponsor-OCs as the sponsor-overall coordinators in respect of the Global Offering; and (iii) the Overall Coordinators as the overall coordinators in respect of the Global Offering, and each of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointments. For the avoidance of doubt, each of the appointment of the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators hereunder is in addition to their respective engagement under the terms and conditions of the Engagement Letters, which shall remain in full force and effect.
- 3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators to act as the joint global coordinators to the Global Offering, and each of the Joint Global Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners to act as the joint bookrunners of the Global Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers to act as the joint lead managers of the Global Offering, and each of the Joint Lead Managers relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Hong Kong Underwriters:** The Company hereby confirms and acknowledges its appointment of the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment of the Capital Market Intermediaries, to the exclusion of all others, 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 CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.6 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person, so long as such affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Such delegation shall, to the extent reasonably practicable, in the case of any delegation to a person other than an affiliate, be notified to the Company after such delegation. Notwithstanding such delegation, each appointee shall remain liable for all acts and omissions of any of its affiliates or any other person to which it delegates relevant rights, duties, powers, authorities and discretions pursuant to this Clause 3.7.
- 3.8 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriters shall remain liable to the Company for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.
- 3.9 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.6 confer on each of the appointees and their respective delegates under Clause 3.7 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles

as a sponsor, sponsor-overall coordinator, overall coordinator, global coordinator, bookrunner, lead manager, capital market intermediary or a Hong Kong Underwriter (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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries and Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.10 **No fiduciary relationship:**

- (i) 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 Sponsor-OCs, in their role as such, are acting solely as sponsor-overall coordinators of the Global Offering, the Overall Coordinators, in their role as such, are acting solely as overall coordinator of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, the Joint Lead Managers, in their roles as such, are acting solely as the lead managers of the Global Offering, the Capital Market Intermediaries, in their roles as such, are acting solely as the capital market intermediaries of the Global Offering, and the Joint Sponsors, in their role as such, are acting solely as sponsors in connection with the listing of the H Shares on the SEHK.
- (ii) Each of the Warrantors further acknowledges that 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 are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the SEHK, either before or after the date hereof. Each of the Warrantors further acknowledges and agrees that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Capital Market Intermediaries is acting in the capacity as a sponsor, a sponsor-overall coordinator, an overall coordinator and a capital market intermediary respectively subject to the Code of Conduct, and therefore the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, and the Capital Market Intermediaries only owe certain regulatory duties to the SEHK, the SFC and the CSRC (as the case may be) but not to any other party including the Warrantors.
- (iii) 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 hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by

the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the 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 advised or is 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 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, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

- (iv) The Warrantors, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Sponsor-OCs, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levy as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and 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 and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has advised or is currently advising the Warrantors or any of them on other matters).
- (v) Each of the Warrantors further acknowledges and agrees that 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 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 Sponsor-OCs, any advice to the Company on matters in relation to its listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the Corporate Finance Adviser Code of Conduct published by the SFC

in their capacity as the Joint Sponsors and the Sponsor-OCs in connection with the proposed listing of the Company and the Global Offering) in any jurisdiction. Each of the Warrantors shall consult with its own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters 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 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 of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the SEHK or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-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 shall not be on behalf of any of the Warrantors.

- (vi) The Warrantors further acknowledge and agree that 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 their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.
- (vii) 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 any of the Hong Kong Underwriters, 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 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 SEHK or any process or matters leading up to such transactions.

3.11 **No liability for Offer Price and Offering Documents:** 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 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 Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party, in respect of the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

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

3.11.2 any of the matters referred to in Clauses 12.1.1 to 12.1.4,

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.

- 3.12 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.6, as applicable, or by any of the delegates under Clause 3.7 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal) 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 3.6 or their respective delegates under Clause 3.7. To the extent permitted by Laws, the obligations of the appointees hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.6 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 3.6 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 for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK and the website of the Company on the days specified in Schedule 6 (or such other publications 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 SEHK.
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.
- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the H Share Registrar Agreement. The Company has appointed Tricor Investor Services Limited to act as the service provider in relation to the White Form eIPO Service upon and subject to the terms and conditions of the H Share Registrar Agreement. The Company will use its best endeavours to procure the H Share Registrar 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.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above, a "black" rainstorm warning signal being in force in Hong Kong or "extreme conditions" caused by a super typhoon as announced by the government of Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day,

then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or conditions 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 Acceptance Date and to the time of opening and closing of the Application Lists shall be construed accordingly.

- 4.5 **Basis of allocation:** The Company agrees that the Sponsor-OCs shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, and to reject or accept in whole or in part any Hong Kong Public Offering Application, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares. The grounds for rejection of any Hong Kong Public Offering Applications (including multiple applications and over-subscription) shall be at the sole and absolute discretion of the Sponsor-OCs.

The Company shall, and shall use its best endeavours to procure that the Receiving Bank and the H Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event by 10:00 pm on the Acceptance Date, and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) with such information, calculations and assistance as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) 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 for subscription under the Hong Kong Public Offering; or
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase 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 Sponsor-OCs may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that:
- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);

- 4.6.2 the number of Unsold Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 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 Sponsor-OCs may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.11 and 4.12, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reallocation and/or reduction pursuant to Clauses 2.6, 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 Sponsor-OCs in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sponsor-OCs 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 Sponsor-OCs or any 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 Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong

Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 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 Sponsor-OCs 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 so that the Hong Kong Underwriters are obliged to apply for or procure applicants for the Unsold Hong Kong Offer Shares at the Offer Price, the Sponsor-OCs shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 5:00 p.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 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 Sponsor-OCs 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 and the Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sponsor-OCs on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Sponsor-OCs shall not be responsible for the failure by any Hong Kong Underwriter (apart from themselves in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on May 5, 2026 (the date specified in the Hong Kong Prospectus for the despatch of H 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 H 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 Sponsor-OCs to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Sponsor-OCs shall have the right (to be exercised at their sole and absolute discretion 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 the Sponsor-OCs 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 Sponsor-OCs, 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 Sponsor-OCs may in their sole and absolute discretion determine;

4.11.2 if (i) purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public Offering Over-Subscription also 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 Sponsor-OCs 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 15% of the number of Offer Shares initially available under the Global Offering.

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 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 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 Sponsor-OCs, 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 Sponsor-OCs may in their 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 where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things reasonably 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 Stock Exchange, and that it will comply with all requirements so as to enable listing of and permission to deal in the H Shares to be granted by the Listing Committee, such dealings to commence on or before the Listing Date and to enable such listing to be maintained thereafter, including in particular, effecting all necessary registrations and/or filings with the Stock Exchange, the SFC, the CSRC and/or the Registrar of Companies in Hong Kong, and the Company will take all steps to ensure that each of the Directors shall duly sign or cause to be duly signed on their behalf all documents required to be signed by them as Directors for the purpose of or in connection with any such registrations and/or filings or the obtaining of listing of and permission to deal in the H Shares on the Stock Exchange.

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 the Business Day before the Listing Date (or any other date specified otherwise):
- 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 Sponsor-OCs on terms that they rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
 - 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees) shall be entered in the register of members of the Company accordingly (without payment of any registration fee) immediately upon the Global Offering becoming unconditional; and
 - 5.1.3 procure that H Share certificates in respect thereof (each in a form and substance complying with the Listing Rules and in such number and denominations as directed

by the Sponsor-OCs) 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 Sponsor-OCs to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company on the Listing Date at or around 10:00 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Sponsor-OCs that the Conditions have been fulfilled or waived and that H Share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Sponsor-OCs in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

- 5.2.1 the Sponsor-OCs are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sponsor-OCs (and where a person other than the Sponsor-OCs is entitled to any amount so deducted, such amount will be received by the Sponsor-OCs on behalf of such person) all amounts payable by the Company pursuant to Clause 6.1 and 6.2; and
- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and 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 Sponsor-OCs (for themselves or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The 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 and the Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$39.33 per Offer Share.

- 5.3 **Brokerage, Trading Fee and Transaction Levy for applicants:** Subject to the receipt of the applicable amount under Clause 6.3, the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) will 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 and the Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sponsor-OCs are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee and Transaction Levy for the Company:** Subject to the receipt of the applicable

amount under Clause 6.3, the Sponsor-OCs will, on behalf of the Company, arrange for the payment by the Nominee of the Trading Fee and the Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sponsor-OCs are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee to deduct and pay such amounts.

- 5.5 **Refund:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the H Share Registrar Agreement, the Nominee and the H Share Registrar, as the case may be, will refund applications monies to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.
- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Joint Sponsors, the 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 has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or any other application or otherwise of funds.
- 5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.

6. COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** The Company shall pay to the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) an underwriting commission equal to 1% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clause 4.11 and 4.12, respectively) (the “**Underwriting Commission**”). The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange.

In addition, the Company may at its sole and absolute discretion pay to any or all of the Hong Kong Underwriters and the Capital Market Intermediaries an incentive fee of up to 1.0% 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 amount and respective entitlement (if any) to which is expected to be notified by the Company to the Hong Kong Underwriter(s) in writing on or around the Price Determination Date (but in any event before the submission to the Stock Exchange 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 the “Regulatory Forms” section of the Stock Exchange’s

website) on FINI).

- 6.2 **Sponsor fee and other fees and expenses:** The Company shall further pay respectively to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Joint Sponsors pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letters.
- 6.3 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:
- 6.3.1 any remaining payable out-of-pocket expenses as set out in the Sponsors and Sponsor-OC Engagement Letters;
 - 6.3.2 fees, disbursements and expenses of the Reporting Accountants in accordance with the engagement letter(s) between the Company and the Reporting Accountants;
 - 6.3.3 fees, disbursements and expenses of HKSCC, the H Share Registrar and the White Form eIPO Service Provider;
 - 6.3.4 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
 - 6.3.5 fees, disbursements and expenses of the Industry Consultant in accordance with the engagement letter(s) between the Company and the Industry Consultant;
 - 6.3.6 fees, disbursements and expenses of the Internal Control Consultant in accordance with the engagement letter(s) between the Company and the Internal Control Consultant;
 - 6.3.7 fees, disbursements and expenses of the IT Auditor in accordance with the engagement letter(s) between the Company and the IT Auditor;
 - 6.3.8 fees, disbursements and expenses of any public relations consultant in accordance with such consultant's engagement letter(s) between the Company and such consultant;
 - 6.3.9 fees, disbursements and expenses of the Receiving Bank and the Nominee in accordance with the Receiving Bank Agreement;
 - 6.3.10 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering in accordance with such agents' and advisers' respective engagement letters between the Company and such agents and advisers;
 - 6.3.11 fees and expenses related to the application for listing of the H 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;
 - 6.3.12 all cost and expenses incurred by the Company for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors;

- 6.3.13 all translation, printing and advertising costs (including all fees and expenses of the financial printer retained by the Company for the Global Offering) as approved by the Company in relation to the Global Offering;
- 6.3.14 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents (where applicable) in all relevant jurisdictions (including the registration of the Hong Kong Prospectus), and all amendments and supplements thereto;
- 6.3.15 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports;
- 6.3.16 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of H Share certificates, letters of regret and refund cheques;
- 6.3.17 the Trading Fee and the Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares pursuant to the Global Offering;
- 6.3.18 the Joint Sponsors' fees payable by the Company pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Engagement Letters;
- 6.3.19 all travelling, telecommunications and other out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and/or the Capital Market Intermediaries in connection with and/ or incidental to the performance of their obligations pursuant to this Agreement, the International Underwriting Agreement, the OC Engagement Letters and the Global Offering which are not otherwise specifically provided for in this Clause;
- 6.3.20 fees and expenses related to company searches, litigation searches, bankruptcy and winding-up searches and directorship searches in connection with the Global Offering as approved by the Company;
- 6.3.21 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.3.22 all other costs, fees and expenses in connection with the Global Offering.

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 Clause 17.11, if any costs, expenses, fees or charges referred to in this Clause 6.3 is paid or to be paid by any of Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters on an after-Taxation basis. In case if there's any inconsistency between this Agreement and the OC Engagement Letters, the latter shall prevail.

- 6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated pursuant to Clause 11 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 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 to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 and Clause 6.3 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 and Clause 6.3, within seven days upon presentation of invoice 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 or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.

- 6.5 **Time of payment of costs:** Unless otherwise agreed in the respective engagement letters between the Company and 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 relevant professional parties in connection with the Global Offering, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 15 business days upon presentation of invoice 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. All payments to be made by the Company under this Clause are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto. The calculation by the Sponsor-OCs or the Joint Sponsors of the amount payable or deductible shall be conclusion in the absence of manifest error.

7. STABILIZATION

- 7.1 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the 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, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

- 7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; or
- 7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
- 7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

8. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 3 hereto and each of the Controlling Shareholders hereby, jointly and severally, represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 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 at the date of this Agreement, and each of the Warrantors acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the 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.

8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (WUMP) Ordinance;

8.2.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 on the date on which the Conditions are fulfilled or waived;

8.2.6 immediately prior to (i) the delivery by the Sponsor-OCs and/or the other Hong Kong Underwriters of duly completed application(s) and (ii) payment by the Sponsor-OCs 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 on the date of the announcement of the results of allocation of the Hong Kong Public Offer Shares;

8.2.8 immediately prior to 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, however, that all of the Warranties shall remain true, accurate in all material respects and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents made or delivered under Clause 8.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Joint Sponsors and/or the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), or any delivery to investors, of any such amendment or supplement and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify

the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates 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, or misleading in any respect and arise between the date of this Agreement and the last to occur of the dates and times specified in Clause 8.2.

8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 or misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters).

8.5 **Remedial action and announcements:** The Warrantors shall notify the Joint Sponsors and the Sponsor-OCs 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 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 requires or could require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) 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 (iv) above, without prejudice to 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, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), 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 Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may require, obtaining written approvals from the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) prior to the publication or distribution of such amendments or supplements and supplying the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require.

For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Sponsor-OCs 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 Sponsor-OCs or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such

matter, event or fact.

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement or document without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), except as required by applicable laws, in which case the Warrantors shall first consult the Joint Sponsors before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in Schedule 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 each of the Warrantors has used its/his/her best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading in any respect. 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 or 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, representation, agreements, indemnities and undertakings relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9. RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** The Company has undertaken 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 and each of them not to (save for the issue, offer or sale of the Offer Shares by the Company 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 Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the last date of the six months after the Listing Date (the “**First Six-Month Period**”):

- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, assign, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in the share capital or any other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
- (b) 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, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company, as applicable); or
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) offer to or contract to or agree to announce, or publicly disclose any intention to effect any transaction described in paragraphs (a), (b) or (c) above,

in each case, whether any such transaction described in paragraphs (a), (b) or (c) above is to be settled by delivery of share capital or such other securities of the Company, in cash or otherwise (whether or not the issue of such share capital or other securities of the Company will be

completed within the First Six-Month Period), provided that the foregoing restrictions shall not apply to the issue of the H Shares by the Company pursuant to the Global Offering.

In the event that, at any time during the period of six months immediately following the expiration of the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified above or offers or agrees or contracts to, or announces, or publicly discloses, any intention to, enter into any such transactions, the Company will take all reasonable steps to ensure that it will not create a disorderly or false market in the Shares or other securities of the Company. Each of the Controlling Shareholders 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 to procure the Company to comply with the undertakings in this Clause 9.1.

9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, that it will not, and each of the Controlling Shareholders further 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 to procure that the Company will not:

- (a) effect any purchase of H Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters); and
- (b) 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 minimum free float requirement under Rule 19A.13C of the Listing Rules.

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders has hereby jointly and severally undertaken to 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, without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters):

- (a) during the First Six-Month Period, none of them will, and each of them will procure that the relevant registered holder(s), any nominee or trustee holding on trust for him/her/it will not:
 - (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent

the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable) beneficially owned by him/her/it as at the Listing Date (the “**Locked-up Securities**”), or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts; or

- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, any Locked-up Securities; or
- (iii) enter into any transaction with the same economic effect as any transaction described in paragraphs (i) or (ii) above; or
- (iv) offer to or contract to or agree to or announce that any of the Controlling Shareholders will or may enter into any transaction described in paragraphs (i), (ii) or (iii) above,

in each case, whether any such transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above is to be settled by delivery of such Shares or other securities of the Company, in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period);

- (b) during the Second Six-Month Period, none of the Controlling Shareholders will enter into any transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above or offer, agree or contract to or announce any intention to enter into any such transaction if, immediately following such transaction, any of them will cease to be a controlling shareholder (as defined in the Listing Rules) of the Company;
- (c) during the First Six-Month Period and Second Six-Month Period, each of the Controlling Shareholders will:
 - (i) if and when any of them or the relevant registered holder(s) pledges or charges any Locked-up Securities, immediately inform the Company, the Joint Sponsors and the Sponsor-OCs in writing of such pledge or charge together with the number of Locked-up Securities so pledged or charged;
 - (ii) if and when he/she/it or the relevant registered holder(s) receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Locked-up Securities will be disposed of, immediately inform the Company, the Joint Sponsors and the Sponsor-OCs in writing of such indications; and
- (d) until the expiry of the Second Six-Month Period, in the event that he/she/it enters into any of the transactions specified in Clauses 9.3(a)(i), (ii) or (iii) above or offers to or agrees to or announces any intention to effect any such transaction, he/she/it will take all reasonable steps to ensure that he/she/it will not create a disorderly or false market in the securities of the Company.

The Company hereby 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 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.

For the avoidance of doubt, the restrictions in this Clause 9.3 do not apply to (i) any additional Shares or other securities of the Company or any interest therein acquired by any of the Controlling Shareholders after the Listing; or (ii) any pledge or charge of any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other equity securities of the Company) after the Global Offering in favor of an authorized institution as defined in the Banking Ordinance for a bona fide commercial loan.

- 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, the Hong Kong Underwriters and each of them that it shall, and the Controlling Shareholders shall procure the Company to:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering in all material respects and all applicable obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all applicable requirements of the SEHK, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 10.1.2 making all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the CSRC, the SEHK and the SFC and other relevant Authorities;
 - 10.1.3 publishing on the websites of the Stock Exchange and the Company, the documents referred to in the section headed “Documents Delivered to the Registrar of Companies and Available on Display” in the Hong Kong Prospectus for the period stated therein;
 - 10.1.4 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 or publish any statement, announcement 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 Hong Kong Underwriters) (such consent not to be unreasonably withheld or delayed);
 - 10.1.5 using reasonable endeavours to procure that each of the H Share Registrar, the White Form eIPO Service Provider, the Receiving Bank and the Nominee shall comply in all material respects with the terms of their respective appointments under the terms of the H Share Registrar Agreement, any agreement between the Company and the White Form eIPO Service Provider and the Receiving Bank Agreement;

- 10.1.6 cooperating with and fully assisting, procuring the members of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, affiliates, agents, and using reasonable endeavours to procure the advisers, reporting accountant, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Underwriters, to facilitate its performance of its duties, as the case may be, as a sponsor, a sponsor-overall coordinator, an overall coordinator, an underwriter and/or a capital market intermediary and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.7 procuring that none of the Directors and that the relevant Director uses their best endeavors to procure that none of their respective associates 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;
- 10.1.8 procuring that none of the Company or any member of the Group and/or any of their respective substantial shareholders (as defined in the Listing Rules), directors, officers, employees, affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date, provided that this shall not restrict the provision of information required to be disclosed under applicable Laws;
- 10.1.9 without prejudice to Clause 10.1.7, subject to any waiver/consent granted by the SEHK, (i) procure that no connected person or existing shareholders (including the close associates of the existing shareholders) of the Company will himself/herself/itself (or through a company controlled by him/her/it), apply to purchase Hong Kong Offer Shares either in his/her/its own name or through nominees unless permitted to do so under the Listing Rules, and (ii) not directly or indirectly, and using reasonable endeavors to procure that none of the connected persons or existing shareholders (including their close associates) of the Company shall, induce, fund, or finance, or make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares, and if any Warrantor shall become aware of any application or indication of interest for Hong Kong Offer Shares by any of the above persons, he/she/it shall as soon as practicable notify the Joint Sponsors and the Sponsor-OCs (for themselves on behalf of the Hong Kong Underwriters);
- 10.1.10 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” (save for any change that is announced in compliance with applicable Listing Rules and requirements of the Stock Exchange with prior consultation with the compliance adviser of the Company) and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of 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;

- 10.1.11 procuring that it will not, and will procure that no member of the Group and any of their respective affiliates, directors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares or otherwise engage in any conduct or activity inconsistent with, or in contravention of, the Chapter 4.15 of the Guide;
 - 10.1.12 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 H Shares whether as a result of consolidation, sub-division or otherwise), in each case without the prior written consent of the Joint Sponsors and the Sponsor-OCs (such consent not to be unreasonably withheld or delayed);
 - 10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares; and
 - 10.1.14 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) for their review.
- 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 on due and careful enquiry ought to be known to the Company and relating to the Group or the Controlling Shareholders or otherwise as may be required by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK, the SFC, the CSRC or any other relevant Authority) in connection with the Global Offering;
- 10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.3.1 do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate in any material respect or misleading;
 - 10.3.2 enter into any commitment or arrangement which in the reasonable opinion of the Joint Sponsors and the Sponsor-OCs have resulted or will result or may have resulted in a material adverse effect on the Global Offering;
 - 10.3.3 take any steps which, in the reasonable opinion of the Joint Sponsors and the Sponsor-OCs, are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;
 - 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the White Form eIPO Service Provider without the prior written consent of the Joint Sponsors and the Sponsor-OCs (such consent not to be

unreasonably withheld or delayed);

- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend any constitutional documents of the Company, including, without limitation, the Articles of Association, save for any amendment to reflect the change as a result of the Global Offering or requested by the SEHK or other Authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to applicable requirements under the Listing Rules; and
- 10.3.6 without the prior written approval of the Joint Sponsors and the Sponsor-OCs (such consent not to be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement.
- 10.4 **Maintaining listing:** (a) 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, the SFC and the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional; and (b) procure that it will maintain the listing of its A shares on the Shenzhen Stock Exchange and will refrain from taking any action that could jeopardise the listing status of its A Shares, and shall comply with the listing rules of the Shenzhen Stock Exchange and all applicable requirements of the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived), except where any suspension or withdrawal of such listing is required by applicable laws or regulations or by the relevant regulatory authorities.
- 10.5 **Legal and regulatory compliance:** unless otherwise waived or exempted by the relevant Authorities, comply with all applicable Laws (including the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other Authority) including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
- 10.5.2 submit on FINI 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 substantially in the form set out in Form F as published by SEHK;
- 10.5.3 procure that the audited consolidated financial statements 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;

- 10.5.4 comply with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance, the listing rules of the Shenzhen Stock Exchange or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the Stock Exchange, the SFC, the CSRC, the Shenzhen Stock Exchange and any other Authority to be announced and disseminated to the public;
- 10.5.5 provide to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) any such resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and the Sponsor-OCs may reasonably require;
- 10.5.6 at all times adopt and uphold a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.5.7 comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 10.5.8 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual, interim reports and periodic reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, the Shenzhen Stock Exchange and any other relevant Authority in Hong Kong or elsewhere having competent jurisdiction over the Company;
- 10.5.9 comply with the provisions the Listing Rules and the provision of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs and the applicable PRC laws and regulations relating to takeover, merger, reorganisation and share buy-back of listed companies;
- 10.5.10 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.5.11 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC 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;
- 10.5.12 comply with and procure its Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to providing each syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for, or purchase, equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;
- 10.5.13 notify the Stock Exchange and provide it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule

9.11 of the Listing Rules;

- 10.5.14 comply with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinator in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.15 comply with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements, 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; where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notify the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.16 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including the CSRC Rules), promptly notify the CSRC or the relevant Authority and provide it with such material information in accordance with the applicable Laws, and promptly notify the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.17 keep the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC, and to enable the Joint Sponsors and the Sponsor-OCs to provide (or procuring their provision) to the CSRC, the Stock Exchange and/or the SFC, in a timely manner, such information as the CSRC, the Stock Exchange or the SFC may require; and
- 10.5.18 comply, cooperate and assist with record-keeping obligations of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Capital Market Intermediaries under the Code of Conduct, the CSRC Rules 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 the Overall Coordinators.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved, or to be rectified or improved upon Listing, in accordance with the recommendations set out in the internal control 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.
- 10.7 **Significant changes:** promptly provide full particulars thereof to the Joint Sponsors and the

Sponsor-OCs 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 any of 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:

- 10.7.1 inform the SEHK, the SFC and/or the CSRC (as applicable) of such change or matter if so required by the Joint Sponsors and the Sponsor-OCs;
- 10.7.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK, the SFC and/or the CSRC or the Joint Sponsors or the Sponsor-OCs and in a form approved by the Joint Sponsors and the Sponsor-OCs (such approval not to be unreasonably withheld or delayed), deliver such documentation through the Joint Sponsors to the SEHK, the SFC and/or the CSRC for approval and publish such documentation in such manner as the SEHK, the SFC and/or the CSRC or the Joint Sponsors or the Sponsor-OCs may require;
- 10.7.3 at its expense, make all necessary announcements on the websites of the SEHK and the Company to avoid a false market being created in the Offer Shares (provided that such expense shall be reasonable and the Company shall be consulted on the form and content of such announcements), and
- 10.7.4 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 Sponsor-OCs (such consent not to be unreasonably withheld or delayed),

and for the purposes of this Clause 10.7, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and

- 10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11. TERMINATION

- 11.1 **Termination events:** If any of the events set out below occur at any time prior to 8:00 a.m. on the Listing Date, the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), in their sole and absolute discretion, shall have the right by giving notice to the Company to terminate this Agreement with immediate effect:

- (a) there develops, occurs, exists or comes into force:
 - (i) any new law or regulation or any change or development involving a prospective change in existing law or regulation, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent authority in or affecting Hong Kong, the PRC, the United States or any other jurisdictions relevant to the Group (each a “**Relevant Jurisdiction**”); or

- (ii) any change or development involving a prospective change or development, or any event or series of events likely to result in or representing a change or development, in national or international financial, political, military, industrial, economic, currency market, fiscal, legal, credit or regulatory or market conditions, taxation, equity securities or exchange controls or any monetary or trading settlement system in or affecting any Relevant Jurisdiction or affecting an investment in the Offer Shares; or
- (iii) any event or series of events in the nature of force majeure (including, without limitation, acts of government, declaration of a national or international emergency, large-scale labour disputes, strikes, lock-outs, fire, explosion, earthquake, volcanic eruption, flooding, tsunami, civil commotion, riots, rebellion, public disorder, acts of war, acts of terrorism, outbreak or escalation of hostilities, paralysis of government operations (whether or not responsibility has been claimed), acts of God, major accident or interruption in transportation, destruction of power plant, outbreak of diseases or epidemics including, but not limited to, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS), COVID-19 and such related/mutated forms, economic sanction, in whatever form) in or directly or indirectly affecting any Relevant Jurisdiction; or
- (iv) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or
- (v) any general moratorium on commercial banking activities in or affecting Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), New York (imposed at the U.S. Federal or New York State level or by any other competent Authority), London, the PRC, the European Union (or any member thereof) or any of the other Relevant Jurisdictions (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities settlement or clearance services, procedures or matters in or affecting any of those places or jurisdictions; or
- (vi) 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 any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or
- (vii) 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 or any Director or any member of the Group's senior management; or
- (viii) the imposition of economic sanctions, in whatever form, directly or indirectly, in the Relevant Jurisdictions; or

- (ix) any Authority or other regulatory, 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 any member of the Group's senior management; or
- (x) any order or petition for the winding up of any members of the Group or any composition or arrangement made by any members of the Group with its creditors or a scheme of arrangement entered into by any members of the Group or any resolution for the winding up of any members 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 members of the Group or anything analogous thereto occurring in respect of any members of the Group; or
- (xi) any contravention by the Company, any member of the Group, or any Director of any applicable Laws and regulations or the Listing Rules; or
- (xii) any non-compliance of the Hong Kong Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Law;

which, individually, or in the aggregate, in the sole and absolute opinion of the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), (I) has or may have a material adverse effect on the success of the Global Offering, or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or (II) has or will or may have a material adverse effect on the assets, liabilities, business, prospects, trading or financial position of the Group as a whole; or (III) makes or will make it inadvisable or impracticable to proceed with the Global Offering; or (IV) has or will or may have the effect of making any part of the Hong Kong Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

- (b) there comes to the notice of the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) that:
 - (i) any statement contained in any of the Offering Documents, the CSRC Filings, the Operative Documents, the OC Announcements, the Preliminary Offering Circular, the PHIP 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, incomplete, inaccurate, incorrect, deceptive or misleading, unless such untrue or misleading statement is immaterial in the context of the Global Offering, or that any forecast, estimate, expression of opinion, intention or expectation contained in any of the Offer-Related Documents is not fair and honest and based on reasonable grounds or reasonable assumptions with reference to the facts and circumstances then subsisting; or
 - (ii) any matter has arisen or has been discovered which would, had it arisen or been

discovered immediately before the date of the Hong Kong Prospectus, constitute a material omission from, or misstatement in, any of the Offer-Related Documents and the CSRC Filings; or

- (iii) there is an event, act or omission which gives or is likely to give rise to any liability of the Company or the Controlling Shareholders pursuant to the indemnities given by any of them under this Agreement or the International Underwriting Agreement, as applicable; or
- (iv) there is any Material Adverse Change; or
- (v) there is a breach of, or any event or circumstance rendering untrue, incorrect, incomplete or misleading in any respect, any of the Warranties given by the Company and the Controlling Shareholders in this Agreement or the International Underwriting Agreement, as applicable; or
- (vi) the approval of the Listing Committee of the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering, is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (vii) any person (other than the Joint Sponsors) has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (viii) the Company withdraws any of the Offer-Related Documents or the Global Offering; or
- (ix) there is a prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (x) the Chairman, any other executive Director or senior management of the Company whose name is disclosed in the Hong Kong Prospectus is vacating his or her office; or
- (xi) any Director or member of senior management of the Company: (a) is charged with any criminal offence (whether in Hong Kong, the PRC or any other relevant jurisdiction); or (b) is the subject of any investigation, enforcement action, administrative penalty or disciplinary measure by any governmental, regulatory or law enforcement authority (including, without limitation, the CSRC, any stock exchange (including the Shenzhen Stock Exchange), or any other competent authority) which, in each case, could reasonably be expected to have a material adverse effect on the business, operations, management, reputation or listing status of the Company; or (c) is prohibited by applicable laws or regulations, or by any competent authority, from acting as a director, supervisor or senior management member of a company, or is otherwise disqualified from participating in the management of a company,
- (xii) a material portion of the orders placed or confirmed in the bookbuilding process, or the investment commitments made by any cornerstone investors under agreements signed with such cornerstone investors, have been

withdrawn, terminated or cancelled,

then, in each case, the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice to the Company, terminate this Agreement with immediate effect.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

11.2.1 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, 6.4 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination;

11.2.2 the Company shall refund 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 Sponsor-OCs 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 H Share Registrar Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with Clause 2.4 or this Clause 11, the Company shall forthwith pay to 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 as soon as possible the fees, costs, charges and expenses set out in Clauses 6.2, 6.3 and 6.4.

12. INDEMNITY

12.1 **Indemnity:** Each of the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to jointly and severally 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 Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), 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 or alleged to be brought against or otherwise involve any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or mediation or arbitration or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to 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 PHIP, the CSRC Filings and any notices, announcements,

advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Company, the Group or 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 Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a material fact, or omitting or being alleged to have omitted 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; or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, 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 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 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, inaccurate 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 in light of the circumstances under which it was made; or
- 12.1.5 the execution, delivery and performance of this Agreement by the Warrantors, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.6 any breach or alleged breach on the part of any of the Warrantors of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 12.1.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.8 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 Hong Kong

Prospectus or otherwise in connection with the Global Offering (including but not limited to their respective roles and responsibilities under the Code of Conduct as a sponsor, a sponsor-overall coordinator, overall coordinator, capital market intermediary or otherwise, as applicable); or

- 12.1.9 any act or omission of any member of the Group or any of the Controlling Shareholders in relation to the Global Offering; or
- 12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, 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
- 12.1.11 any failure or alleged failure by the Warrantors or any of the Directors to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or
- 12.1.12 any breach or alleged breach by any member of the Group or any Directors of any applicable Laws in connection with the Global Offering; or
- 12.1.13 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
- 12.1.14 any breach by the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.15 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents or offering material whatsoever issued arising out of, in relation to or in connection with the Company or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs 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; or
- 12.1.16 any failure, delay, rejection, withdrawal, invalidity or challenge of any filing, registration, approval or reporting required by the CSRC or any other PRC Authority in connection with the Global Offering, or any non-compliance or alleged non-compliance with the CSRC Filing Rules or other applicable PRC securities laws and regulations; or
- 12.1.17 any breach or alleged breach by any member of the Group of applicable laws and regulations relating to data security, cybersecurity, personal information protection or national security, or any investigation, review or action by any competent Authority in connection therewith, in each case in connection with or arising out of the Global Offering; or
- 12.1.18 any material inconsistency, discrepancy or conflict between disclosures made by the Company in connection with the Global Offering and disclosures made in respect of its A shares on the Shenzhen Stock Exchange, or any failure to make timely or accurate disclosures in accordance with applicable PRC disclosure requirements; or
- 12.1.19 any breach or alleged breach by any member of the Group of any applicable sanctions, export control, trade restrictions or similar laws or regulations of any relevant

jurisdiction in connection with the Global Offering; or

12.1.20 any other matters arising out of or in connection with the Global Offering,

provided that this Clause 12.1 shall not, apply in respect of any Indemnified Party to the extent that such Loss or Proceeding is finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have been caused solely by gross negligence, wilful default or fraud on the part of such Indemnified Party.

The non-application of the indemnity provided for in this Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties 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 or 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, provided that the foregoing shall not exclude any liability of any Indemnified Party for such Loss which has been finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have arisen solely out of such Indemnified Party's gross negligence, wilful default or fraud.
- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Joint Sponsors and the Sponsor-OCs (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 Sponsor-OCs (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 Sponsor-OCs (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that such Indemnifying Party shall only be liable for the fees and expenses of no more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings, the appointment of

which has been approved by the Company (such approval not to be unreasonably withheld or delayed)).

- 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 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 judgment, 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 Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgment. 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 **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:
- 12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party; and
 - 12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within ten Business Days of a written

notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.

- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **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.
- 12.11 **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.
- 12.12 **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, circular, supplement or document concerning this Agreement, any matter contemplated herein or in connection with the Global Offering or any ancillary matter hereto shall be issued, made or despatched by any Warrantor (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 Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by the Listing Rules, the listing rules of the Shenzhen Stock Exchange, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, the CSRC and the Shenzhen Stock Exchange, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Discussion with the Joint Sponsors and the Sponsor-OCs:** The Company undertakes to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) that it will discuss with the Joint Sponsors and the Sponsor-OCs any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company which may conflict in any material respect with any statement in the Hong Kong Prospectus.
- 13.3 **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 or the Sponsor-OCs remains as a 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 and their directors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, officers, employees 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 its affiliates and its and their directors, officers, employees, agents, the professional advisers and auditors of such party under a duty of confidentiality;

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

14.2.6 required or requested by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriter or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) (such approval not to be unreasonably withheld); or

14.2.8 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 cases of Clauses 14.2.2, 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 remain in full force and effect 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, when despatch provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

However, in the case of clauses 15.2.3 and 15.2.4 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

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

15.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to **the Company**, to

Address : No. 87, Section 1, Huanbao East Road
Yuhua District
Changsha City, Hunan Province
PRC
Email : xuexiaoqiao@cofoe.com
Attention : Board of Directors

If to any of the Controlling Shareholders, to the address and email of such Controlling Shareholder, and for the attention of the person, specified under the name of such Controlling Shareholder in Schedule 1.

If to **Huatai Financial**, to:

Address : 62/F, The Center
99 Queen's Road Central
Hong Kong
Email : projecth87@htsc.com
Attention : Project H87 Deal Team

If to **BNPP**, to:

Address : 60/F. and 63/F., Two International Finance Center
8 Finance Street, Central
Hong Kong

Email : LIST.CIB.ProjectH87@asia.bnpparibas.com
Attention : Project H87 Deal Team

If to any of the Hong Kong Underwriters, to the address and email 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 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 non-contractual obligations arising out of, or in connection with, it shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 Hong Kong Court

16.2.1 Each party to this Agreement agrees, on behalf of itself and, in the case 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, as agent for their 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) (a “**Dispute**”) shall be subject to the exclusive jurisdiction of the courts of Hong Kong, and each party irrevocably submits to such jurisdiction.

16.2.2 Notwithstanding Clause 16.2.1, and irrespective of whether any proceedings have been commenced in Hong Kong, 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 have the sole and absolute right, at its election: (a) to bring proceedings in any court of competent jurisdiction; and/or (b) in circumstances in which it becomes or is joined as a defendant or third party in any proceedings, to pursue claims against the Company and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise), and for such purposes the Company and the Controlling Shareholders hereby irrevocably consent to be joined as parties to such proceedings.

- 16.3 **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 this Clause 16 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings

brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdictions.

- 16.4 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.5 **Process agent:** The Company has established a principal place of business in Hong Kong at Unit B, 22/F, Mai Luen Industrial Building, 23-31 Kung Yip Street, Kwai Chung, New Territories, Hong Kong. Each of the Controlling Shareholders irrevocably appoints the Company as its authorized agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or 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 Sponsor-OCs 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 Sponsor-OCs 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 permitted under this Clause 16 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 appoint an agent for the service of process in that jurisdiction acceptable to the Joint Sponsors and the Sponsor-OCs 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 Sponsor-OCs 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.

- 16.6 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or any of the Controlling Shareholders has or can claim for itself 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, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholder 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:** 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 this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Joint Sponsors, Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries or Hong Kong Underwriters or any of such persons, as applicable. 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, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the 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 and/or the CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the 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 other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement (and in the case of the Joint Sponsors and the Overall Coordinators, together with the OC Engagement Letters only in their respective capacity as a sponsor, sponsor-overall coordinator and overall coordinator; in the case of the Capital Market

Intermediaries, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacity as a Capital Market Intermediary) constitutes the entire agreement between the Company, the Controlling Shareholders, 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 relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the OC Engagement Letters and the CMI Engagement Letters) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of 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 **Judgement Currency Indemnity:** In respect of any judgement 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 “**judgement 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 judgement currency for the purpose of such judgement 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 judgement 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 judgement 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 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. 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 increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Joint Sponsors, the 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 (collectively, “**Taxable Persons**” and each a “**Taxable Person**”), as applicable. For the avoidance of doubt, each of the Company and the Controlling Shareholders shall not be liable for taxes imposed in respect of net income or profit by a taxing jurisdiction wherein the Taxable Persons are incorporated, resident or have a fixed place of business, or taxes imposed on or with respect to any commission or fees received by any of such Taxable Persons pursuant to this Agreement.

If any Taxable Person is required by any Authority to pay any Taxes as a result of this

Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such Taxable Person so that the full amount of such payments as agreed in this Agreement to be paid to such Taxable Person is received by such Taxable Person. The Company and the Controlling Shareholders will further, if requested by such Taxable Person, use reasonable efforts to give such assistance as such Taxable Person may reasonably request to assist such Taxable Person in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Taxable Person reasonably requests, promptly making available to such Taxable Person notices received from any Authority and, subject to the receipt of funds from such Taxable Person, by making payment of such funds on behalf of such Taxable Person to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

- 17.12 **Authority to the Sponsor-OCs:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Sponsor-OCs) hereby authorizes the Sponsor-OCs 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 authorizes the Sponsor-OCs in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **No right of contribution:** Each of the Warrantors (other than the Company) hereby irrevocably and unconditionally:
- 17.13.1 waives any right of contribution or recovery or any claim, demand or action him/her/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;
- 17.13.2 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
- 17.13.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it under this Agreement) not to make any claim against any director, 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.
- 17.14 **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.
- 17.15 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this Clause 17.15, 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 Indemnified Parties may enforce and rely on Clause 12.1 to the same extent as if they

were a party to this Agreement.

17.15.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 17.15.1.

17.15.3 The assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.

- 17.16 **Professional Investors:** Each of the Controlling Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean each of the Company and the Controlling Shareholders, and “we” or “us” or “our” shall mean the Sponsor-OCs (for themselves and on behalf of the Underwriters).
- 17.17 **Further Assurance:** The Warrantors shall from time to time, upon being required to do so by the Joint Sponsors or the Sponsor-OCs 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 Sponsor-OCs may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

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

SIGNED by XUE XIAOQIAO
for and on behalf of
Cofoe Medical Technology Co., Ltd.
可孚醫療科技股份有限公司
in the presence of

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)
)



SIGNED by
ZHANG MIN
in the presence of

)
)
)



[香港承销协议 (Hong Kong Underwriting Agreement)
(作为控股股东 As a Controlling Shareholder)]

SIGNED by
NIE JUAN
in the presence of

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)
)

聂娟

[香港承销协议 (Hong Kong Underwriting Agreement) (作为控股股东 As a Controlling Shareholder)]

SIGNED by ZHANG MIN)
for and on behalf of)
Changsha Keyuan Tongchuang)
Enterprise Management Center (Limited Partnership))
长沙科源同创创业投资合伙企业(有限合伙))
in the presence of)



[代表控股股东 On behalf of Controlling Shareholders: 香港承销协议 (Hong Kong Underwriting Agreement)]

SIGNED by ZHANG MIN

for and on behalf of

Changsha Xiezihao Medical Investment Co., Ltd.

长沙械字号医疗投资有限公司

in the presence of

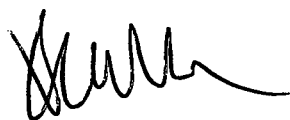
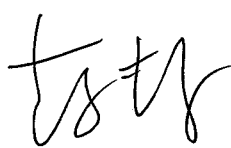
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[代表控股股东 On behalf of Controlling Shareholders: 香港承销协议 (Hong Kong Underwriting Agreement)]

SIGNED by Jing Jiang, Executive Director
for and on behalf of
**HUATAI FINANCIAL HOLDINGS (HONG KONG)
LIMITED**
in the presence of

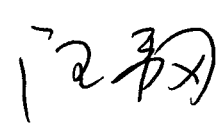
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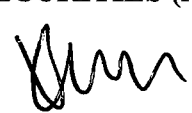
Kwee Cheuk Yin
Solicitor, Hong Kong SAR
Jingtian & Gongcheng LLP

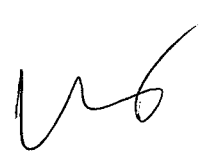
SIGNED by WANG Ren
for and on behalf of
BNP PARIBAS SECURITIES (ASIA) LIMITED
in the presence of


Kwee Cheuk Yin
Solicitor, Hong Kong SAR
Jingtian & Gongcheng LLP

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SIGNED by JIANG Xiong Xiao
for and on behalf of
BNP PARIBAS SECURITIES (ASIA) LIMITED
in the presence of


Kwee Cheuk Yin
Solicitor, Hong Kong SAR
Jingtian & Gongcheng LLP

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)


SIGNED by Jing Jiang, Executive Director
for and on behalf of
**HUATAI FINANCIAL HOLDINGS (HONG KONG)
LIMITED**
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS
(as defined herein)

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Kwee Cheuk Yin
Solicitor, Hong Kong SAR
Jingtian & Gongcheng LLP

SIGNED by WANG Ren

for and on behalf of

BNP PARIBAS SECURITIES (ASIA) LIMITED

as attorney for and on behalf of each of the other

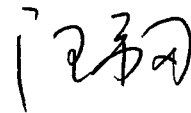
HONG KONG UNDERWRITERS

(as defined herein)



Kwee Cheuk Yin
Solicitor, Hong Kong SAR
Jingtian & Gongcheng LLP

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SIGNED by JIANG Xiong Xiao

for and on behalf of

BNP PARIBAS SECURITIES (ASIA) LIMITED

as attorney for and on behalf of each of the other

HONG KONG UNDERWRITERS

(as defined herein)



Kwee Cheuk Yin
Solicitor, Hong Kong SAR
Jingtian & Gongcheng LLP

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)



SCHEDULE 1

THE CONTROLLING SHAREHOLDERS

Name	Address	Email
ZHANG MIN (张敏)	Building 4 No. 249 Wuyi Avenue Furong District Changsha City PRC	<u>2584451445@qq.com</u>
NIE JUAN (聂娟)	Building 4 No. 249 Wuyi Avenue Furong District Changsha City PRC	<u>2584451445@qq.com</u>
Changsha Keyuan Tongchuang Enterprise Management Center (Limited Partnership) 长沙科源同创创业投资 合伙企业(有限合伙)	Building 4 No. 249 Wuyi Avenue Furong District Changsha City PRC	<u>2584451445@qq.com</u>
Changsha Xiezihao Medical Investment Co., Ltd. 长沙械字号医疗投 资有限公司	Building 4 No. 249 Wuyi Avenue Furong District Changsha City PRC	<u>2584451445@qq.com</u>

SCHEDULE 2

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter	Address and contact	Hong Kong Public Offering Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
HUATAI FINANCIAL HOLDINGS (HONG KONG) LIMITED	Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong Email: projecth87@htsc.com Attention: Project H87 Deal Team	See below	See below
BNP PARIBAS SECURITIES (ASIA) LIMITED	Address: 60/F. and 63/F., Two International Finance Center 8 Finance Street, Central Hong Kong Email: LIST.CIB.ProjectH87@asia.bnpparibas.com Attention: Project H87 Deal Team	See below	See below
FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED	Address: 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong Email: project.H87@futuhk.com Attention: Project H87 team	See below	See below

The Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters referred to above shall be determined in the manner set out below.

$$A = B/C \times 2,700,000$$

“A” is the Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter, provided that any fraction of an H Share shall be rounded down to the nearest whole number of an H Share.

“B” is the respective number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter (or its affiliate, as the case may be) has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters (or its affiliate, as the case may be) in the capacity as International Underwriters 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 Warrantors

Each of the Warrantors jointly and severally represents, warrants, agrees and 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 or the Hong Kong Underwriters and each of them as follows:

1. Accuracy of Information

- 1.1 All information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) by or on behalf of the Company or any other member of the Group and/or any of their respective directors, officers, or employees to the SEHK, the SFC, the CSRC, 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, the International Underwriters, the Reporting Accountants, the Internal Control Consultant, the IT Auditor, the Industry Consultant and/or the legal and other professional advisers for the Company, the Hong Kong Underwriters or the International Underwriters in connection with the Global Offering and/or the listing of the H Shares on the SEHK (including, without limitation, for the purpose of replying to queries and comments raised by the SEHK, the SFC and the CSRC, the answers and documents provided for or in the course of due diligence or contained in or referred to in the Verification Notes, or the discharge by the Joint Sponsors of their respective obligations as sponsor under the Code of Conduct, the Listing Rules and the CSRC Rules, information and documents provided or the discharge by the Sponsor-OCs and the Capital Market Intermediaries of their respective obligations as a Sponsor-OC and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and the CSRC Rules) was so disclosed or made available in good faith remains complete, true and accurate in all material respects and not misleading.
- 1.2 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. The CSRC Filing Report, including any letters, filings, correspondences, communications, documents, responses, and submissions in any form (including any amendments, supplements and/or modifications thereof) is complete, true and accurate in all material respects and not misleading, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they are made, misleading.
- 1.3 The CSRC Filings made or to be made by or on behalf of the Company had been and will be in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 1.4 All forecasts and estimates so disclosed or made available have been made after careful consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and the CSRC Filings or other related

documents (to the extent there are any) and represent reasonable expectations honestly held based on facts known at the time to the Company and the Directors. Such forecasts and estimates do not omit or neglect to include or take into account any facts or matters which are or may be material to such forecasts or estimates misleading or to the Global Offering.

1.5 [Reserve]

1.6 [Reserve]

1.7 All statements or expressions of opinion, expectation or intention (including, without limitation, the statements regarding the sufficiency of working capital, planned or estimated capital expenditure, future plans, use of proceeds, projected cash flows and working capital, critical accounting policies, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the CSRC Filings (A) have been made after due, careful and proper consideration; and (B) at and as of the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held by the Company and the Directors; and there are no other material facts known or which are known to the Company or its Directors, after reasonable enquiry, the omission of which would make any such statement or expression misleading.

1.8 The statements in relation to the Company's business model and the Group's operational data contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular under the section headed "Business" are complete, true and accurate in all material respects and not misleading in any material respect.

1.9 No material information was withheld from 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 Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal advisers for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK, the SFC or the CSRC).

1.10 (A) The Hong Kong Public Offering Documents contain or include all information and particulars required to comply with all statutory and other provisions, including without limitation, the Companies (WUMP) Ordinance, the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (unless any such requirement has been waived or exempted by the relevant Authority) and (B) the Hong Kong Public Offering Documents contain or include all such material information as investors and their professional advisors would reasonably require, 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 Group, taken as a whole, and the rights attaching to the H Shares.

1.11 The statements under the sections headed "Risk Factors", "Industry Overview", "History, Development and Corporate Structure", "Share Capital", "Underwriting", "Structure of the

Global Offering”, “Regulatory Overview”, “Appendix V - Summary of Articles of Association”, “Appendix VI - Statutory and General Information” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, are, to the extent based on information, advice or opinions provided by the relevant legal advisers, experts or other professional advisers, believed by the Warrantors on reasonable grounds to be a fair and accurate summary of the relevant Laws, regulations, documents and legal matters in all material respects and not misleading

- 1.12 The statements contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the sections headed “Business” and “Financial Information” are complete, true and accurate in all material aspects and not misleading, and represent the best and honest belief of the Directors arrived at after reasonable consideration, and there are no other material risks of the Group which have not been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and, in the case of the sections headed “Risk Factors”, to the best knowledge, information and belief of the Warrantors having made reasonable enquiries, do not omit to disclose any material risks of the Group which, in light of the circumstances under which such statements are made, are necessary to be disclosed therein to avoid such statements being misleading.
- 1.13 All public notices, announcements and advertisements prepared, issued or authorised by the Company or any member of the Group in connection with the Global Offering (including, the Formal Notice, the OC Announcements and all filings and submissions provided by or on behalf of the Company to the SEHK, the SFC or the CSRC) have complied and will comply with all applicable Laws in all material respects.
- 1.14 Except where permitted or required by the SEHK, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide in respect of Rule 9.08 of the Listing Rules in all material respects.
- 1.15 Without prejudice to any of the other Warranties, the Company has, as required under Rule 3A.05 of the Listing Rules and as necessary or relevant to the performance of the duties of the Joint Sponsors as the sponsor of the Company in relation to the application for listing of the H Shares on the Main Board of the SEHK under Chapter 3A of the Listing Rules and the Code of Conduct, (i) given to the Joint Sponsors, upon request, all information available or known to the Company or the Directors that is relevant to the Joint Sponsors’ performance of such duties under Chapter 3A of the Listing Rules; (ii) afforded the Joint Sponsors’ full access at all times in a reasonable manner to all persons, premises and documents relevant to the performance of such duties; and (iii) kept the Joint Sponsors informed of any and all material changes to any information so given to the Joint Sponsors.
- 1.16 Each of the Application Proof and the PHIP is in all material respect in compliance with the Guide and has included appropriate warning and disclaimer statements for publication as required in the Guide.
- 1.17 Neither the Application Proof or the PHIP constitutes a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, or an invitation

to the public to make offers to subscribe for or purchase any securities, or is calculated to invite offers by the public to subscribe for or purchase any securities. Neither the Application Proof or the PHIP is an inducement to subscribe for or to purchase any securities, and no such inducement was intended or made by the Company in publishing the Application Proof or the PHIP.

- 1.18 All the interests and short positions of each of the Directors in the Shares, underlying shares 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 Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, and to the extent applicable, in any assets which, in the two years preceding the date of the Hong Kong Prospectus, have been acquired or disposed of by, or leased to, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully and accurately disclosed in each of the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular in all material respects and, in respect of Directors' interests, based on disclosures made by the relevant Directors to the Company.
- 1.19 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Joint Sponsors, and such authority and confirmations remain in full force and effect.

2. The Company and the Group

- 2.1 As of the Hong Kong Prospectus Date and the Preliminary Offering Circular, the Company has the registered and issued share capital as set forth in the Hong Kong Prospectus and the Preliminary Offering Circular; all of the issued Shares of the Company (A) have been duly authorized and validly issued and are fully paid and non-assessable, (B) are owned by the existing shareholders in the amounts specified in each of the Hong Kong Prospectus and the Preliminary Offering Circular to the best knowledge, information and belief of the Warrantors having made reasonable enquiries, (C) have been issued in compliance with all applicable Laws in all material respects, (D) were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right, and (E) are not subject to any Encumbrance.
- 2.2 The Company and each other member of the Group (A) has been duly established and is capable of suing and being sued, and is validly existing as a company with limited liability under the Laws of its place of incorporation, with full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and, where applicable, as described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, to execute and deliver each of this Agreement, the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder and to issue and deliver the Offer Shares as contemplated herein, (B) is duly qualified to transact business and is in good standing (where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise) in all material respects, and (C) the

articles of association and other constituent or constitutive documents and the business licenses, as applicable, of the Company and each other member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.

- 2.3 Save as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns, ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise to the best knowledge, information and belief of the Warrantors having made reasonable enquiries.
- 2.4 (A) The section headed "Appendix I - Accountants' Report - Notes to the Historical Financial Information - 1. Basis of preparation and presentation of the historical financial information" of the Hong Kong Prospectus and the Preliminary Offering Circular sets forth a list of the principal subsidiaries of the Company the Company's interest therein; (B) the Company owns all the issued or registered capital or other equity interests of or in each other member of the Group; the registered capital (in the form of shares or otherwise) of each subsidiary of the Company has been duly and validly issued and all contributions to such registered capital having been duly paid within the time periods prescribed under applicable Laws and their respective articles of association, and all payments of such contributions having been approved by the applicable governmental authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding except as would not, individually or in the aggregate, result in a Material Adverse Effect; all of such registered capital has been issued in compliance with all applicable Laws in all material respects and was not issued in violation of any pre-emptive rights, resale rights, rights of first refusal or similar rights and, to the extent legally and/or beneficially owned by the Company, is owned by the Company subject to no Encumbrance or adverse claims; (C) except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and other than the share capital or equity interests of or in the other members of the Group, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any corporation, firm, partnership, joint venture, association or other entity; and (D) no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares or other equity interests of or in the Company or any other member of the Group are outstanding.
- 2.5 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents of the Company comply with the applicable Laws and the Listing Rules.
- 2.6 To the best knowledge, information and belief of the Warrantors after due and careful enquiry neither the Company nor any other member of the Group has conducted, is conducting or currently proposes to conduct any business, or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group, taken as a whole, but which is not directly or indirectly related to the business of the Group, taken as a whole, as described in the Hong Kong Prospectus and the Preliminary Offering Circular.
- 2.7 Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular,

there is no contract or agreement between the Company or any other member of the Group, 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 that is material to the Group, taken as a whole.

3. Offer Shares

- 3.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, authorized and issued, fully paid and non-assessable, free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or other constituent or constitutive documents or the business registration license of the Company or any agreement or other instrument to which the Company is a party, free of any pre-emptive right, resale rights, right of first refusal or similar right and subject to no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Articles of Association as described in each of the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular, and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; and will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) in each case, subject to applicable Laws, the Listing Rules and the terms of this Agreement and the International Underwriting Agreement. The Offer Shares, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the relevant jurisdictions or the Articles of Association or other constituent or constitutive documents or the business license of the Company 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 solely by reason of being such a holder.
- 3.2 As of the Listing Date, the Company will have the registered capital and issued share capital as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed "Share Capital". The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and each such description is complete, true, accurate and not misleading; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under PRC Laws.
- 3.3 All necessary authorizations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be issued to the purchasers under the Global Offering in the manner described in the Hong Kong Prospectus and the Preliminary Offering Circular.

4. This Agreement and Operative Documents

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of

this Agreement, the International Underwriting Agreement or the Operative Documents has been or will be duly authorized, executed and delivered by the Company and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, and is enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, moratorium and similar laws of general applicability relating to or affecting the creditors' rights and to general principles of equity.

- 4.2 The statements set forth in the sections "Underwriting" and "Structure of the Global Offering" in each of the Hong Kong Prospectus and the Preliminary Offering Circular, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

5. No Conflict, Compliance and Approvals

- 5.1 Neither the Company nor any other member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business license, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its customers and suppliers) or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets, except in each case of (B) or (C) 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 and, in the case of clause (B), to the best knowledge, information and belief of the Warrantors having made reasonable enquiries.
- 5.2 To the best knowledge, information and belief of the Warrantors having made due and careful enquiry, no approval in principle granted by the Listing Committee of the Stock Exchange in respect of the listing of, and permission to deal in, the H Shares to be issued as described in the Hong Kong Prospectus and the Preliminary Offering Circular has been revoked, suspended or materially modified.
- 5.3 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the listing of the H Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any other members of the Group pursuant to (A) the articles of association or other constituent or constitutive

documents or the business license of the Company or any other member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its customers and suppliers) or instrument to which the Company or any other members of the Group is a party or by which the Company or any other members of the Group is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Company or any other members of the Group or any of their respective properties or assets described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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.

- 5.4 Except for the requisite registration with the Registrar of the Companies in Hong Kong and 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 Approvals and Filings (including, without limitation, the approval from the CSRC of the filing in relation to the Listing dated August 30, 2026, and referred to as the “**PRC Approval**”) under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any other members of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Company of this Agreement, the International Underwriting Agreement, the Operative Documents, any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Warrantors of their obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents or any other document required to be executed by this Agreement and the International Underwriting Agreement pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents have been obtained or made and are in full force and effect, and, to the best knowledge of the Warrantors, there is no reason to believe that any such Approvals and Filings (including the PRC Approval) may be revoked, suspended or modified.
- 5.5 Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or other securities of the Company, (B) any pre-emptive rights, resale rights, rights of first refusal or other rights to purchase Shares or other securities of the Company, and (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares (other than the Underwriters), or (D) the right, contractual or otherwise, to cause the Company to include any Shares or other securities of the Company in the Global Offering, in the case of (A), (B) and (C), in any material respects.
- 5.6 The Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents and all related arrangements, in so far as they are the responsibility of the Company or any other member of the Group, have been or will be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and elsewhere in all material respects.
- 5.7 The Company and the other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto and (ii)

have obtained and hold all licenses, certificates, permits and other authorizations issued by and has made all registrations, declarations and filings with, in compliance with all Approvals and Filings under any applicable Laws and Authorities having jurisdiction over any member of the Group or any of their respective properties or assets required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations (collectively, the “**Governmental Licenses**”) as described in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular; (B) all such Governmental Licenses do not contain any burdensome restrictions or conditions not described in the Hong Kong Prospectus, the PHIP or the Preliminary Offering Circular; (C) all such Governmental Licenses are valid and in full force and effect, and no member of the Group is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Licenses, and, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Governmental Licenses, or any requirements for additional Governmental Licenses which could prevent, restrict or hinder the operations of any member of the Group or cause the Company or other members of the Group to incur additional expenditures, 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; and (D) no Authorities, in its inspection, examination or audit of any member of the Group have reported findings or imposed penalties that individually or in aggregate, would, or could be reasonably expected to, result in a Material Adverse Effect; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted.

- 5.8 (A) The statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds” are true and accurate in all material respects and not misleading or deceptive; (B) all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any other members of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, will be obtained when required, or have been obtained or made; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular, will not contravene, conflict with, or result in a breach or violation or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) pursuant to (i) the articles of association or other constituent or constitutive documents or the business license of the Company or any other members of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement (including any agreement with its distributors, customers and suppliers) or instrument to which the Company or any other member of the Group is a party or by which the Company or any other member of the Group is bound or any of their respective properties or assets may be bound or affected or (iii) any Laws applicable to the Company or any other

member of the Group or any of their respective properties or assets, except in each case of (ii) or (iii) 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 provided that the actual allocation and timing of use of proceeds may be adjusted in accordance with applicable Laws and the Listing Rules.

6. Litigation and Other Proceedings

- 6.1 There are (A) no actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority or otherwise pending or, to the best knowledge, information and belief of the Warrantors having made reasonable enquiries, threatened in writing or formally contemplated to which the Company or any other members of the Group or any of their respective directors, officers, or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business and, there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (B) no Laws that have been enacted, adopted or issued or that have been proposed by any Authority, and (C) no judgment, decree or order of any relevant Authority, which, in any such case described in clause (A) or (B) or (C) above, would, reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Effect or materially and adversely affect the power or ability of the Company to perform its obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular but are not so adequately disclosed.
- 6.2 None of the Company, the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken by any person nor have any actions, suits or proceedings under any Laws been started or, to the best knowledge, information and belief of the Warrantors having made reasonable enquiries, threatened in writing, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group; or (B) to withdraw, revoke or cancel any Approvals and Filings (including PRC Approval) under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group; or (C) forestall the completion of the Global Offering except where any such matter would not reasonably be expected to have a material adverse effect on the Global Offering or the Group, taken as a whole.

7. Accounts and Other Financial Information

- 7.1 The Reporting Accountants, who have audited or reviewed the audited and unaudited consolidated financial statements and unaudited financial information of the Company and members of the Group included in the Hong Kong Prospectus and the Preliminary Offering Circular, are independent public accountants under Professional Accountant Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under Accounting and Financial Reporting Council Ordinance (Cap. 588 of the laws of Hong Kong).
- 7.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group included

in the Appendix I to each of the Hong Kong Prospectus and the Preliminary Offering Circular gives a true and fair view of the consolidated financial position of the Company and members of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Company and members of the Group for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards (“**IFRS**”) issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular are derived from the accounting records of the Company and members of the Group present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Company and members of the Group included therein; (C) the unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) included in the Hong Kong Prospectus and the Preliminary Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in the Hong Kong Prospectus and the Preliminary Offering Circular, and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information or dates, 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 unaudited pro forma adjusted consolidated net tangible assets per Share (and the notes thereto) (and all other pro forma financial statements, information or dates, if any); (D) there are no financial statements (historical or pro forma) that are required by the Listing Rules to be included in the Hong Kong Prospectus and the Preliminary Offering Circular that are not included as required; and (E) to the best knowledge of the Company, the Group does not have any material liabilities or obligations, direct or contingent (including, any off-balance sheet obligations), not described in the Hong Kong Prospectus and the Preliminary Offering Circular other than liabilities incurred in the ordinary course of business since the date of the latest balance sheet included therein.

- 7.3 The statements set forth in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular under the section headed “Financial Information – Material Accounting Policies and Estimates” and “Appendix I – Accountants’ Report - 2.3 Material Accounting Policies Information” and “Appendix I – Accountants’ Report - 3. Significant Accounting Judgements and Estimates” are true and accurate descriptions of (A) all material accounting policies which the Company believes are material in the portrayal of the Group’s financial condition and results of operations and which require management’s most difficult, subjective or complex judgments (“**Critical Accounting Policies**”); and (B) the material judgments and uncertainties affecting the application of Critical Accounting Policies; the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such disclosure.
- 7.4 Each of the Hong Kong Prospectus and the Preliminary Offering Circular accurately, fully and fairly describes (A) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or

capital resources of the Group and could reasonably be expected to occur, (B) that the Group does not have any relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources.

- 7.5 The statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading, and there are no material capital commitments of the Company subsequent to 31 December 2025 which have not been disclosed in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular.
- 7.6 (A) The Company has given to the Reporting Accountants all material information that was reasonably requested by the Reporting Accountants, and no material information was withheld from the Reporting Accountants, for the purposes of their preparation of their reports contained in the Hong Kong Prospectus and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith; (B) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters for the purposes of their review of the unaudited pro forma adjusted consolidated net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in the Hong Kong Prospectus or the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 7.7 The forecast information included in the board memorandum on profit forecast for the year ending 31 December 2026 and cash flow forecast for the year ending 31 December 2027 adopted by the Company and reviewed by the Reporting Accountants in connection with their letters on the Group's profit forecast and sufficiency of working capital (collectively, the "**Prospective Financial Information**"), (A) was made by the Company after due and proper consideration and represents reasonable and fair expectations honestly held based on facts known to the Company and the bases and assumptions stated in the Hong Kong Prospectus and the Preliminary Offering Circular and (B) has been properly compiled based on the assumptions described therein; the assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in making the profit forecast of the Group for the year ending 31 December 2026, and the working capital of the Group for the years ending 31 December 2027, and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and the Prospective Financial Information presents reasonable estimates by the Company of the profit forecast of the Group for the year ending 31 December 2026 and the working capital of the Group for the years ending 31 December 2027 provided that actual results may differ from such forecasts and estimates and no representation is made that such forecasts or estimates will ultimately be achieved.

8. Indebtedness and Obligations

- 8.1 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) to the best knowledge of the Warrantors, no member of the Group has any 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 other than liabilities incurred in the ordinary course of business, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default by such member of the Group, (C) to the best knowledge of the Warrantors, no person to whom any indebtedness of any member of the Group that is repayable on demand is owed has demanded or threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the best knowledge of the Warrantors, no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of any member of the Group or under any guarantee of any liability of any member of the Group by reason of default of any member of the Group or any other person or under any such guarantee given by any member of the Group, (E) there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group other than in the ordinary course of business, and (F) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent within the meaning of applicable Laws.
- 8.2 (A) The amounts borrowed by each of the Company and other members of the Group do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business license or in any debenture or other deed or document binding upon it; (B) neither the Company nor any other member of the Group has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts other than arrangements entered into in the ordinary course of treasury or working capital management; (C) with respect to each of the borrowing facilities of the Company or any other member of the Group that is material to the Company or the relevant subsidiary, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown, and (iii) to the best knowledge of the Warrantors, no event has occurred and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the best knowledge of the Warrantors, no event has occurred and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company or any other member of the Group from or by any Authority in consequence of which the Company or the relevant subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance except where such matter would not reasonably be expected to result in a Material Adverse Effect.
- 8.3 Since the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the other members of the Group (A) has carried on business in the ordinary course so as to maintain

it as a going concern, and (B) has continued to pay its creditors in the ordinary course of business other than disputes or payment arrangements entered into *bona fide* in the ordinary course.

- 8.4 Neither the Company nor any other members of the Group has entered into any hedging transactions in relation to interest rate, foreign exchange or liquidity risk other than prudent treasury management arrangements entered into in the ordinary course of business.

9. Subsequent Events

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement that is not in the ordinary course of the business of the Group but is material to the Group; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to the Group other than liabilities incurred in the ordinary course of business; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Group; (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of the Group's business; (E) purchased or reduced or otherwise changed, or agreed to purchase or reduce or otherwise change, its capital stock or other equity interest of any class of the Company, or (F) declared, made or paid any dividend or distribution of any kind on its capital stock or other equity interest of any class; or (G) 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 (F) above which, in the case of clauses (C) to (G), would reasonably be expected to be material to the Group or require disclosure in connection with the Global Offering, and except as otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular
- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake, health epidemics or infectious diseases, or other calamity, whether or not covered by insurance or any action, order or decree of any Authority, except where such loss or interference, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect. Since the date of the latest audited financial statements included in the Hong Kong Prospectus and the Preliminary Offering Circular, there has been no Material Adverse Change.

- 9.3 [Reserve]

10. Real Property and Other Assets

- 10.1 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) each of the Company and the other members of the Group has valid, good and marketable title, has been granted valid long-term land use rights and building ownership rights (as applicable), completed all relevant land use right transfer procedures to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus and the Preliminary Offering

Circular, in each case free and clear of all Encumbrances, except such as would not, and would not reasonably be expected to, individually or in the aggregate, (i) materially adversely affect the value of such property or asset; (ii) materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or adversely limit, restrict or otherwise affect the ability of the relevant member of the Group to utilize, improve, develop or redevelop such property or asset or (iii) result in, individually or in the aggregate, a Material Adverse Effect; (B) each real property or building, as applicable, owned or held under lease by the Company or any member of the Group as described in the Hong Kong Prospectus and the Preliminary Offering Circular is in full force and effect and the relevant title documents or lease agreements are full force and effect in all material respects, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any other member of the Group has occurred and is continuing or is reasonably likely to occur under any of such leases to the best knowledge, information and belief of the Warrantors having made reasonable enquiries neither the Company nor any other member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of the Company or the relevant member of the Group under such lease, tenancy or license or (b) which may materially affect the rights of the Company or the relevant member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of the Company or the relevant member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (C) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by the Company or any other member of the Group, which is material to the Group as a whole; (D) neither the Company nor any other member of the Group owns, operates, manages, leases or has any other right or interest in any other real property, land or buildings of any kind which carrying amount is or is above 15% of the consolidated total assets of the Group as set out in the consolidated balance sheet of the Group in the Accountants' Report set out in Appendix I to the Hong Kong Prospectus; (E) the use of all properties owned or leased by the Company or the relevant members of the Group is in accordance with its permitted use under all applicable Laws in all material respects; (F) neither the Company nor any other member of the Group owns, operates, manages or has any other right or interest in any other real property or building or personal property or asset, as applicable, of any kind that is material to the Group as whole, except as reflected in the audited consolidated financial statements of the Company and members of the Group (or as otherwise disclosed) in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and the Company and the other members of the Group have sufficient real properties, buildings and personal properties or assets in all material respects to carry on their respective business in the manner described in each of the Hong Kong Prospectus and the Preliminary Offering Circular, except as disclosed therein; and (G) each of the Company and the other members of the Group does not have any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has owned or held any interests.

10.2 The description of the assets and properties of each of the Company and the other members of

the Group contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.

11. Intellectual Property and Information Technology

- 11.1 (A) The Company and the other members of the Group own free of Encumbrances, have obtained (or can obtain on reasonable terms), or have applied for (or will apply for) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the **“Intellectual Property”**) described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them and, to the extent applicable, such rights and licenses held by the Company and the other members of the Group in any Intellectual Property comprise all the rights and licenses that are necessary for the conduct of, or material to, the businesses as currently conducted by the Company and the other members of the Group; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, Intellectual Property is in full force and effect, the Company and the other members of the Group have complied with the terms of each such agreement in all material respects, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or the other members of the Group has occurred and is continuing under any such agreement to the best knowledge, information and belief of the Warrantors having made reasonable enquiries, and no notice has been given by or to any party to terminate any such agreement; (C) there is no pending or, to the best knowledge of the Warrantors, threatened action by others challenging any member of the Group’s rights in, or to, or the validity, or enforcement or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action or claim known to the Warrantors after reasonable enquiries; and (D) there is no pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates any trade or service mark, trade or service name, service name 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 known to the Warrantors after reasonable enquiries; (E) to the best knowledge of the Warrantors, there are no third parties who have or will be able to establish rights to any Intellectual Property; (F) to the best knowledge of the Warrantors, there is no infringement by third parties of any Intellectual Property which would reasonably be expected to result in a Material Adverse Effect; (G) there is no pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim known to the Warrantors after reasonable enquiries; (H) to the best knowledge of the Warrantors, neither the Company nor any other members of the Group has infringed or is infringing the intellectual property of a third party, and neither the Company nor any other member of the Group has received notice of a claim by a third party to the contrary; and (I) there is no prior act of the Company that may render any patent application within the Intellectual Property un-patentable that has not been disclosed to any Authority in the PRC, or Hong Kong (or any of the relevant jurisdictions in which the Group operates) having jurisdiction over intellectual property matters; and (J) to

the best knowledge of the Warrantors, there is no opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property.

- 11.2 The statements as set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix VI - Statutory and General Information- Further Information About the Business of our Company - 2. Intellectual Property Rights” are true and accurate in all material respects and not misleading.
- 11.3 All material licensing agreements to which any of the Company and its Subsidiaries is a party (including all amendments, novation, supplements or replacements to those licenses and agreements) are in full force and effect, no notice has been given on any party to terminate them; the obligations of the parties thereto thereunder have been fully complied with in all material respects; and no disputes have arisen or, to the best knowledge of the Warrantors, are foreseeable in respect thereof.
- 11.4 (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any other member of the Group (collectively, the “**Information Technology**”) comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company or any other member of the Group as currently conducted or as proposed to be conducted, (B) the Company and the other members of the Group either legally and beneficially own, or have obtained licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, the Information Technology is in full force and effect, the Company or any other member of the Group, as the case may be, has complied with the terms of each such agreement in all material respect, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any other member of the Group has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement to the best knowledge, information and belief of the Warrantors having made reasonable enquiries; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Group are maintained and operated by the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Group; (E) in the event that the persons providing maintenance or support services for the Company or any other member of the Group with respect to the Information Technology cease or are unable to do so, the Company or the relevant member of the Group 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 the other members of the Group; (G) each of the Company and the other members of the Group has in place procedures reasonably designed to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and offsite of back-up copies of the software and data; (H) each of the Company and the other members of the Group has in place adequate back-up policies and disaster recovery arrangements reasonably designed to enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the Company or any other members of the Group; (I) each of

the member of the Group has complied and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable Laws, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information in all material respects; and (J) there has been no security breach or attack or other compromise of or relating to the Company's or the other members of the Group's information technology systems which has resulted in, or would reasonably be expected to result in, a Material Adverse Effect; and (K) the Group has implemented and maintained commercially reasonable controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology systems and Data (as used herein, "**Data**" includes all personal, personally identifiable, sensitive, confidential or regulated data or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws used in connection with their respective businesses and/or the Global Offering), and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same which has resulted in, or would reasonably be expected to result in, a Material Adverse Effect.

12. Compliance with Employment and Labour Laws

- 12.1 Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, each of the Company and the other members of the Group is in compliance in all material respects with the labour and employment Laws and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organization.
- 12.2 (A) Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any other member of the Group has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) neither the Company nor any other member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such outstanding payment obligations or unsatisfied liabilities, if applicable and as required by applicable Laws, the Company or the relevant members of the Group has set aside sufficient funds to satisfy the same; (D) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any other member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors, senior management or key employees of the Company or any other member of the Group have given or been given notice terminating their contracts of employment to the best knowledge, information, and belief of the Warrantors after having made due and careful enquiries; (F) there are currently no proposals to terminate the employment or consultancy of any directors, key employees of the Company or any other member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit) other than proposals in the ordinary course of business not material to the Group; (G) neither the Company nor any other member of the Group has any material undischarged liability to pay to any Authority in any jurisdiction any Taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (H) no material liability has been incurred by the Company or any other member of the Group for breach of any director's,

employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any other member of the Group; (I) all contracts of service or contracts for services, and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or any other member of the Group are on usual and normal terms with respect to the Company's industry and all subsisting contracts of service to which the Company or any other member of the Group is a party are in full force and effect 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 Warrantors, threatened against the Company or the relevant members of the Group, by any employee, director or third party, in respect of any accident or injury not fully covered by insurance; (J) each of the Company and the other members of the Group has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied with all material terms and conditions of such directors' or employees' or consultants' contracts of services or employment or consultancy.

- 12.3 Save as disclosed under "Appendix VI - Statutory and General Information - Further Information about our Directors and Substantial Shareholders - 3. Service Contracts" of the Hong Kong Prospectus and the Preliminary Offering Circular, none of the Directors has a service contract with any member of the Group which is required to be disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 12.4 Except for matters which, individually or in the aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect, to the best knowledge, information and belief of the Warrantors having made reasonable enquiries, there is (A) no dispute with the directors or employees of the Company or any other member of the Group and no strike, labour dispute, slowdown or stoppage or other conflict with the directors or employees of the Company or any other member of the Group pending or threatened against the Company or any other member of the Group, (B) no existing union representation dispute concerning the employees of the Company or any other member of the Group, and (C) no existing, imminent or threatened labour disturbance by the employees of any of the principal suppliers or distributors of the Company or any other member of the Group.

13. Cybersecurity and Data Protection

- 13.1 (A) Each of the Company and the other members of the Group has complied in all material respects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the "**Data Protection Laws**"); (B) neither the Company nor any other members of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data protection, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction which would reasonably be expected to result in a Material Adverse Effect; (C) neither the Company nor any other members of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection

Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of Data in the previous three years and there is no outstanding order against the Company or any other members of the Group in respect of the rectification or erasure of Data which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect; (D) neither the Company nor any other member of the Group has been designated as a critical information infrastructure operator in the PRC under the Cybersecurity Law of the PRC (《中华人民共和国网络安全法》); (E) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of the PRC (the “CAC”), the competent telecommunications department of the State Council, public security departments, the CSRC and other relevant government authorities (collectively, the “**CAC and Authorized authorities**”) which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect; (F) 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) which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect; (G) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data protection, confidentiality or archive administration, or any cybersecurity review by the CSRC, the CAC and Authorized authorities on the Company or any other member of the Group or any of their respective directors, officers and employees to the best knowledge, information and belief of the Warrantors having made reasonable enquiries; (H) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company, 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) to the best knowledge, information and belief of the Warrantors having made reasonable enquiries; (I) no warrant has been issued authorizing any cybersecurity, data protection, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, *inter alia*, searching them or seizing any documents or other material found there which would reasonably be expected to result in a Material Adverse Effect; and (J) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Governmental Authority.

- 13.2 The Group has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all IT systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data used in connection with their businesses), and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

14. Compliance with Environmental Laws

- 14.1 (A) The Company and the other members of the Group and their respective properties, assets and operations are in compliance in all material respects with applicable Environmental Laws (as defined below), and each of the Company and the other members of the Group holds and is in compliance in all material respects with all Approvals and Filings and Governmental Licenses required under Environmental Laws, (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any other member of the Group under, or to interfere with or prevent compliance by the Company or any other member of the Group with, Environmental Laws to the best knowledge, information and belief of the Warrantors having made reasonable enquiries; and (C) neither the Company nor any other members of the Group (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials which, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect. As used herein, **“Environmental Law”** means any Laws relating to health, safety, the environment (including without limitation, the protection, cleanup or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and **“Hazardous Materials”** means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.
- 14.2 No use, release or discharge of a Hazardous Material in the operation of the Company’s business has exceeded any allowed quota or limit prescribed or specified under any applicable Laws, including Environmental Laws, any environmental permits, or any environmental impact appraisal reports or similar documents relating to Environmental Matters (as used herein, **“Environmental Matters”** means (A) a pollution or containment of the environment; (B) the production, storage, use, transport, disposal, release or discharge of Hazardous Materials; (C) the exposure of any person or other living organism to Hazardous Materials; or (D) the creation of any noise, vibration or other material adverse impact on the environment) in any material respect.
- 15. Insurance**
- 15.1 (A) The Group carries, or is entitled to the benefits of, insurance with insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect; (B) all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Group in all material respects; (C) the Company and the other members of the Group are in compliance with the terms of all such insurance in all material respects and there are no material claims by the Company or any other members of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; (D) neither the Company nor any other members of the Group has any reason to believe that it will not be able to (a) renew its existing insurance coverage as and when such policies expire or (b) obtain comparable coverage from reputable insurers of similar financial

standing as may be necessary or appropriate for its business and operations as now conducted on commercially reasonable terms; (E) neither the Company nor any other members of the Group has been denied any insurance coverage which it has sought or for which it has applied where such denial would reasonably be expected to result in a Material Adverse Effect.

- 15.2 To the best knowledge of the Warrantors, nothing has been done or has been omitted to be done whereby any of the insurance policies taken out by or for the benefit of the Company or any member of the Group has or may become void or voidable and the Company or any member of the Group is entitled to the full benefits of such insurances. No claim under any such insurance policies taken out by the Company or any other members of the Group is outstanding.

16. Internal Controls

- 16.1 The Group has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to governmental authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorization, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, (F) the Directors are able to make a proper assessment of the financial position and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons, and (G) the current management information and accounting control systems of the Company and the other members of the Group have been in operation for at least three years during which neither the Company nor any other members of the Group has experienced any difficulties with regard to clauses (A) through (F) above; and (H) there are no weaknesses or deficiencies in the internal controls of the Company and members of the Group over accounting and financial reporting and no changes in the internal controls of the Company and the other members of the Group over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the internal controls of the Company and the other members of the Group over accounting and financial reporting except as disclosed in the Hong Kong Prospectus or any report prepared by the Internal Control Consultant and subsequently remediated or being remediated in the ordinary course.

- 16.2 The Group has established, maintained and evaluated disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Company or any other member of the Group is made known in a timely manner to the Board and management of the Company by others within those entities, and (B) the Company and the Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP)

Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and on the obligations of the Company and its Board of Directors to assist syndicate members in bookbuilding activities (as defined under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission) in connection with the Global Offering, and such disclosure and corporate governance controls and procedures are effective in all material respects to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term “**disclosure and corporate governance controls and procedures**” means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws) except for matters identified for enhancement and being addressed in the ordinary course.

- 16.3 Any issues identified and as disclosed in any report prepared by the Internal Control 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, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 16.4 The statutory books, books of account and other records of each of the Company and the other members of the Group are in its possession, up-to-date and contain complete and accurate records as required by applicable Laws to be dealt with in all material respects in such books, and no notice or allegation that any is incorrect or should be rectified has been received which would reasonably be expected to result in a Material Adverse Effect; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been or will be duly and correctly delivered or made in all material respects.

17. **Compliance with Bribery, Money Laundering and Sanctions Laws**

- 17.1 Each member of the Group, each Warrantor and their respective officers, directors and their respective agents, representatives, employees and any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries have not (A) used any funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (B) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of any direct or indirect payment or giving of money, property, gifts or anything else of value, to any “**government official**” (including any officer or employee of a government or 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) in Hong Kong, the PRC,

the United States or any other applicable jurisdiction to influence official action or secure an improper advantage; (C) made or authorized any contribution, payment or gift of funds or property to any candidate for public office, or any official, employee or agent of a government or 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 in Hong Kong, the PRC, the United States or any other applicable jurisdiction of incorporation and where the Group conducts business in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable Laws of any relevant Governmental Authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the “FCPA”), the UK Bribery Act 2010 or any equivalent sanction or measures imposed by the United Nations and/or the European Union); or (D) made, offered, agreed, requested, or taken an act in furtherance of any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company or any member of the Group, as applicable; each member of the Group, each Warrantor and their respective affiliates have conducted their businesses in compliance with all applicable anti-bribery or anti-corruption Laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the relevant provisions of the Criminal Law of the PRC, the Anti Unfair Competition Law of the PRC, the Provisional Regulations on Anti- Commercial Bribery of the PRC, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the “**Anti-Bribery Laws**”) and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with all applicable Anti- Bribery Laws and with the representation and warranty contained herein; none of Company, any other members of the Group, any Warrantor, any director, officer or any employee of the Group, or any agent, affiliate or other person or acting on behalf of the Group has violated or is in violation of any provision of the Anti-Bribery Laws nor has engaged in any activity or conduct that would violate any provisions of the Anti-Bribery Laws. No actions or investigations by any governmental agency are ongoing or threatened against the Company, any other members of the Group, any Warrantor, any director, officer or any employee of the Group, or any agent, affiliate or other person or acting on behalf in relation to an alleged breach of applicable Anti-Bribery Laws. None of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf shall use the proceeds of the Global Offering for the purposes that would breach applicable Anti-Bribery Laws.

- 17.2 None of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf shall use the proceeds of the Global Offering except for the purposes set out in the Hong Kong Prospectus and shall not permit or authorize any person directly or indirectly to use the proceeds to: (a) violate any Anti-Money Laundering Laws (as defined below), or (b) lend, invest, contribute or otherwise make available the proceeds of the Global Offering to or for the benefit of any Subsidiary, Affiliate, joint venture partner or any other individual or entity in a manner that will result in a violation of any Anti-Money Laundering Laws provided that the actual allocation and timing of the use of proceeds

may be adjusted in accordance with applicable Laws, the Listing Rules.

- 17.3 The operations of each member of the Group and each Warrantor are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and other requirements of the anti-money laundering Laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of Hong Kong, the PRC, the United States and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation, the Anti-Money Laundering and Counter- Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the UK Proceeds of Crime Act, the Prevention of Money Laundering and Countering the Financing of Terrorism (MAS Notice 626), Prevention of Money Laundering Act, 2002, the Bank Secrecy Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“**USA PATRIOT Act**”)(to the extent applicable to such person), the United States Currency and Foreign Transactions Reporting Act of 1970, as amended (collectively, the “**Anti- Money Laundering Laws**”). Each member of the Group, each Warrantor and their respective officers, directors and their respective agents, representatives, employees and any agent, affiliate or other person acting on behalf of the Company or any of its subsidiaries has not engaged in any activity or conduct that would violate any Anti-Money Laundering Laws. Each member of the Group has instituted and maintains policies and procedures designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving the Company or any member of the Group with respect to the Anti-Money Laundering Laws is pending or threatened.
- 17.4 None of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated by this Agreement, or the provision of services contemplated by this Agreement to the Company will result in violation of any Anti-Money Laundering Laws or Sanctions (as defined below).
- 17.5 (A) None of the Company, any other member of the Group or the Warrantors (other than the Company), nor any of their respective directors or officers, is a Sanctioned Person or a person with whom dealings are prohibited by any Sanctions; and to the best knowledge, information and belief of the Warrantors after due and careful enquiry, none of their respective employees, agents, affiliates or other persons acting on their behalf (a) is the target of any sanctions administered or enforced by the United States Government, (including the Office of Foreign Assets Control (“**OFAC**”) of the U.S. Department of the Treasury the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council (“**UNSC**”), the European Union, His Majesty’s Treasury or other sanctions authority which may assert jurisdiction over the Company (collectively, the “**Sanctions**” and such persons, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”) nor a person with whom dealings are prohibited by any Sanctions; (b) is located, organized or resident in a country or territory that is, or whose government is, the target of Sanctions that broadly prohibit dealings with that country or territory (which currently are, for the avoidance of doubt, Belarus, the non-government-controlled areas of Ukraine being the Crimea, Kherson, Zaporizhzhia, Afghanistan and the DNR and LNR regions of Ukraine, Cuba, Iran, North Korea, Russia, Syria, Venezuela (in relation to its government only) (collectively,

the “**Sanctioned Countries and Regions**” and each, a “**Sanctioned Country or Region**”); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity (i) to finance, fund or facilitate any activities of or business with any person that, at the time of such financing, funding or facilitation, is the target of any Sanctions or owned or controlled by any person who is the target of any Sanction, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or Region or (iii) in any other manner, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the Global Offering, whether as underwriter, adviser, investor or otherwise); (B) none of the Company, any other member of the Group or the Warrantors (other than the Company), nor their respective director or officer, nor any employee, agent or affiliate or other person associated with or acting on their behalf is controlled 50% or more owned in the aggregate by any individuals or entities that are currently the subject of any sanctions administer or enforced by the Sanctions; (C) none of the Company, any other member of the Group or the Warrantors, nor any of their respective director or officer, nor any employee, agent or affiliate or other person acting on behalf of the Company, any other members of the Group or the Warrantors has in the past ten years engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country or Region; (D) none of the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf has or intends to have, or to finance or subsidise, any business operations or other dealings (a) with any Specially Designated National (“**SDN**”) on OFAC’s SDN list or with a Person targeted by asset freeze sanctions imposed by the UNSC, EU or HMT, (b) in any Sanctioned Country or Region, or (c) involving goods or services of a Sanctioned Country or Region origin or transferred to, through, or from a Sanctioned Country or Region, or on Sanctioned Country or Region -owned or -registered vessels or aircraft, in each case representing 5% or more in, or with parties in, any one or more Sanctioned Countries or Regions, in the aggregate as compared to the Group’s total assets or revenues; and (E) neither the Company, any other member of the Group, or the Warrantors (other than the Company), nor any of their respective directors or officers, nor any employees, agent or affiliate or other person acting on their behalf know nor have reason to believe that any of them are or may become the subject of sanctions-related investigations or judicial proceedings. Should they become aware that such an investigation or proceeding is pending or likely to commence, they will, subject to any confidentiality requirements, notify the Joint Sponsors as soon as reasonably possible of the same.

- 17.6 None of the Company or its subsidiaries is a “covered foreign person”, as defined in 31 C.F.R. § 850.209. The issue of the Offer Shares will not result in the establishment of a “covered foreign person” or the engagement by a “person of a country of concern, as defined in 31 C.F.R. § 850.2221, in a “covered activity,” as defined in 31 C.F.R. § 850.208. Neither the Company nor any of its subsidiaries currently engages, or has plans to engage, directly or indirectly, in a “covered activity”. None of the Company or its Subsidiaries directly or indirectly holds any board seat on, voting or equity interest in, or contractual power to direct the management or policies of, a person of a “country of concern” which engages in or has plans to engage in any “covered activity”.
- 17.7 Purchases of the Offer Shares in the Global Offering by a “U.S. person” as defined in 31 C.F.R. § 850.229 does not constitute either a “prohibited transaction” as defined in 31 C.F.R. § 850.224

or a “notifiable transaction” as defined in 31 C.F.R. § 850.217. If any Underwriters or purchasers procured by the Underwriters acquires actual knowledge at any time, including before or after closing, that the Global Offering is or was a “covered transaction” as defined in 31 C.F.R. § 850.210, the Company shall, and shall cause its affiliates to, promptly provide to the purchasers all information and documentary materials as may be reasonably necessary, proper, or advisable, at the sole discretion of such Underwriter or purchaser for them to fully comply with the Outbound Investment Rule. “**Outbound Investment Rule**” means Executive Order 14105 on Addressing United States Investments in Certain National Security Technologies and Products in Countries of Concern, 88 Fed. Reg. 54867 (Aug. 9, 2023), including all implementing regulations thereof.

- 17.8 The Group shall institute appropriate compliance systems to ensure that neither the Company nor any other members of the Group, nor any of their respective director, officer, employee, agent, affiliate or other person acting on their behalf, will (i) use, directly or indirectly, any part of the proceeds from the Global Offering, or (ii) lend, contribute or otherwise make available such proceeds (a) to fund or facilitate any activities or business of or with any person that, at the time of such funding or facilitation, is a Sanctioned Person, (b) to fund or facilitate any activities or business of or in any Sanctioned Country or Region, or (c) in any manner that would result in a violation by any person of Sanctions, including, without limitation, 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 and their advisers, to be in violation of the Sanctions.
- 17.9 Each Hong Kong Underwriter which is subject to Council Regulation (EC) 2271/1996 (including as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018) (the “**Blocking Regulations**”) agrees and confirms that it is not entitled to the benefit of the representation, warranty and/or the undertaking contained in this paragraphs 82 to 84 to the extent that those provisions would result in a violation of the Blocking Regulations and/or any associated and applicable national law, instrument or regulation related thereto.

18. Experts

- 18.1 Each of the experts (the “**Experts**”) stated in the section headed “Appendix VI - Statutory and General Information - Other Information — 6. Consents” in the Hong Kong Prospectus 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 and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in the Hong Kong Prospectus and the Preliminary Offering Circular.
- 18.2 (A) The factual contents of the reports, opinions, letters or certificates of the Experts are true and accurate (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate) in all material respects and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading or deceptive, the Company does not disagree with any aspect of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts after due and careful enquiry; and (B) no material information was withheld from the Industry Consultant, the Internal Control Consultant, the IT Auditor, the

Reporting Accountants or any legal counsel for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading.

19. Forward-looking Statements and Statistical or Market Data

- 19.1 Each forward-looking statement contained in each of the Hong Kong Prospectus the Preliminary Offering Circular has been made or reaffirmed by the Directors with a reasonable basis and present knowledge and in good faith and no representation is made that such forward-looking statement will ultimately be achieved or realised.
- 19.2 All statistical or market-related or operational data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Hong Kong Prospectus and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources described therein that, to the best knowledge of the Warrantors, are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 19.3 None of the Company, any other member of the Group or their respective officers, directors, or to the best knowledge of the Warrantors, employees, affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not (A) reasonably expected to be included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or (B) publicly available or otherwise disclosed in writing to the Joint Sponsors and Sponsor-OCs in the ordinary course of the due diligence process.

20. History

- 20.1 The descriptions of the events and transactions set forth in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular under the section headed “History, Development and Corporate Structure” are complete true and accurate in all material respects and not misleading; none of the events and transactions set forth in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular under the section “History, Development and Corporate Structure” contravenes (A) any provision of the constitutive documents of the Company or any member of the Group, (B) any provision or conditions of any Laws, any Approvals and Filings or any Governmental License of the Company or any other members of the Group, (C) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement (including any agreement with its customers, distributors and suppliers) or instrument binding upon the Company or any member of the Group or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company or any other members of the Group, and will not result

in the creation or imposition of any Encumbrance or other restriction upon any assets of the Company and/or any other members of the Group, except in each case of (B), (C) and (D), where such contravention would not, or could not be reasonably expected to, result in a Material Adverse Effect.

21. Material Contracts

- 21.1 (A) All contracts or agreements entered into within two years of the date of the Hong Kong Prospectus (other than contracts entered into in the ordinary course of business) to which the Company or any other members of the Group is a party and which are required to be disclosed as material contracts in the Hong Kong Prospectus or filed therewith as material contracts with the Registrar of Companies in Hong Kong have been so disclosed and filed or to be filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Sponsor-OCs, be entered into prior to the Listing Date, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date other than amendments entered into in the ordinary course of business which do not materially adversely affect the Global Offering;; neither the Company nor any other members of the Group has sent or received any communication regarding termination of, or intent not to renew, any of such material contracts, and no such termination or non-renewal has been threatened by the Company, any other members of the Group or, any other party to any such contract or agreement to the best knowledge, information and belief of the Warrantors having made reasonable enquiries.
- 21.2 Each of the contracts listed as being a material contract in the section of the Hong Kong Prospectus and the Preliminary Offering Circular headed “Appendix VI - Statutory and General Information - Further Information About the Business of our Company – 2. Summary of Material Contracts” and each material contract, agreement or other document disclosed or described in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorized, executed and delivered and is in full force and effect . The disclosure of such material contracts in each of the Hong Kong Prospectus and the Preliminary Offering Circular is true and accurate in all material respects and not misleading or deceptive.
- 21.3 Neither the Company nor any other members of the Group has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not on an arm’s length basis in the ordinary course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other members of the Group (as relevant) on six months’ notice or less) other than as disclosed in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular or entered into in the ordinary course of business.
- 21.4 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, neither the Company nor any other member of the Group is a party to any agreement or arrangement which materially restricts the Group from carrying on its business as currently conducted or as described in the Hong Kong Prospectus and the Preliminary Offering Circular, or from carrying on or expanding such business in any material respect.

- 21.5 No member of the Group is a party to a joint venture or shareholders' agreement which is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties to the best knowledge, information and belief of the Warrantors having made reasonable enquiries and except where any such matter would not reasonably be expected to result in a Material Adverse Effect.

22. Business

- 22.1 (A) Except as disclosed in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular, no other relationship, direct or indirect, exists between or among the Group, on the one hand, and any customers, suppliers or distributors of the Group, on the other hand that requires disclosure under the Listing Rules; (B) except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, the customers and suppliers of the Group are independent of the Group, and there was no past or present relationship, including employment, financing, family or otherwise, between the operators of these customers and suppliers of the Group (including their directors, shareholders and senior management, and their respective associates) and the Group; (C) there are no material outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any other member of the Group to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and any other member of the Group or any of their respective family members; and (D) neither the Company nor any other member of the Group has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or any other member of the Group.
- 22.2 There are no relationships or transactions not in the ordinary course of business between the Company or any of the other members of the Group, on one hand, and their respective top five customers or suppliers during the Track Record Period on the other hand, that requires disclosure under the Listing Rules.
- 22.3 None of the shareholders or directors of any member of the Group or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the period from 1 January 2023 to the date of this Agreement, directly or indirectly, interested in the Group's five largest suppliers or customers to the best knowledge, information and belief of the Warrantors having made reasonable enquiries.
- 22.4 The Company does not have any reason to believe that any significant customer or supplier of the Company or any member of the Group is considering ceasing or has ceased to deal with the Company or any member of the Group, or is considering significantly modifying other terms of its dealings with the Company or any other members of the Group contrary to the manner disclosed in the Hong Kong Prospectus the Preliminary Offering Circular or in a manner materially inconsistent with its past dealings with the Group, except where any such cessation or modification, individually or in aggregate, would not, or could not be reasonably expected to, result in a Material Adverse Effect and, in the case of future intentions, to the best knowledge, information and belief of the Warrantors having made reasonable enquiries based on written

notice or actual communications received.

22.5 [Reserve]

22.6 Neither the Company nor any other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any member of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to such Laws (whether or not the same has in fact been made) except, in each case, where such matter would not reasonably be expected to result in a Material Adverse Effect.

22.7 No material indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or of any other member of the Group) is outstanding between the Company or the relevant member of the Group, on the one hand, and any supervisor or any current or former director or any officer of the Company or of the relevant member of the Group or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand, except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular.

22.8 None of the Warrantors and (if applicable) their respective shareholders, directors or officers, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group, nor is any Director (or his/her respective associates, as the term is defined in the Listing Rules) interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Hong Kong Prospectus been acquired or disposed of by or leased to the Company or any other members of the Group; none of the Directors, and their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with any member of the Group which is subsisting immediately upon completion of the Global Offering and which is material in relation to the business of any member of the Group except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular.

22.9 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, all arrangements between the Group and its distributors are conducted on a bona fide buy-and-sell basis in the ordinary course of business, and the Group has not engaged in any material channel stuffing or artificial acceleration of sales, nor granted any undisclosed rebates, return rights or other preferential arrangements; all such arrangements have been properly documented and accounted for in accordance with applicable accounting standards; the level of inventory held by distributors is consistent with normal industry practice and historical trends; there are no undisclosed side arrangements or sub-distribution arrangements, and payments are made by the relevant contracting distributors (and not third parties) in compliance with the Group's internal control policies in all material respects; and the distributorship arrangements of the Group comply in all material respects with applicable Laws (including competition and fair trading laws).

23. Connected Transactions

- 23.1 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no connected transactions (as defined under the Listing Rules) between the Group and any connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering. All connected transactions so disclosed have been conducted and will be conducted in compliance with the requirements of the Listing Rules. Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, there are no material relationships or transactions outside the ordinary course of business between the Group and its respective customers, distributors or suppliers subsisting immediately upon completion of the Global Offering which are required to be disclosed therein.

24. Taxation

- 24.1 (A) All returns, reports or filings required by Laws or the Authorities to be filed by or in respect of the Company or any other members of the Group for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are true and accurate in all material respects and not misleading and are not the subject of any material dispute with any Taxing or other Authority and, there are no circumstances giving rise to any such dispute; (B) all Taxation due or claimed to be due from the Company and the other members of the Group have been duly and timely paid, other than any Taxation being contested in a legal proceeding, or as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) to the Company's best knowledge, there is no deficiency for Taxation of any amount that has been asserted against the Company or any other members of the Group; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular included appropriate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any other members of the Group was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed "Financial Information" and "Regulatory Overview" insofar as they relate to Taxation, are complete, true and accurate in all material respects and not misleading.
- 24.2 To the Company's knowledge, each of the waivers and other relief, concession and preferential treatment relating to Taxes which are material to the Group's business taken as a whole granted to the Company or any other members of the Group by any Authority ("**Preferential Tax Treatments**") is valid and in full force and effect; the Company and each other member of the Group has filed all necessary filings and is in compliance in all material respects with all requirements under all applicable Laws required to qualify for, obtain or maintain the Preferential Tax Treatments as described in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular, and to the best knowledge of the Warrantors, the actual operations and business activities of each member of the Group are sufficient to meet the qualifications for their Preferential Tax Treatments; no filings made to any Authority in connection with obtaining their Preferential Tax Treatments contained any material misstatement or omission that would have affected the granting of their Preferential Tax Treatments; neither the Company nor any other members of the Group has received notice of any deficiency in their respective applications for their Preferential Tax Treatments that would have affected the granting of their Preferential Tax Treatments, and the Company is not aware

of any reason why the Company or any other member of the Group may not qualify for, or be in compliance with the requirements for, their Preferential Tax Treatments.

- 24.3 Except as described in the Hong Kong Prospectus, the PHIP and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxation are payable in Hong Kong, the PRC, the U.S., the European Union (or any member thereof) or any other relevant jurisdiction (as the case may be) or to any Taxing or other Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, allotment, issue, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, allotment, issue, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or the subsequent purchasers in the manner contemplated in each of the Hong Kong Prospectus and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited other than Taxes borne by the relevant recipient, purchaser or intermediary under applicable Laws generally applicable to such person.

- 24.4 [Reserve]

25. Dividends

- 25.1 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, all dividends and other distributions declared and payable on the Shares to the shareholders of the Company in Hong Kong dollars are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the U.S. or the PRC (as the case may be) or any Taxing or other Authority thereof or therein under currently applicable Laws as of the date hereof.
- 25.2 Neither the Company nor any other members of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company except for restrictions arising under applicable Laws, contractual arrangements disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, or restrictions that would not reasonably be expected to result in a Material Adverse Effect.

26. United States Aspects

- 26.1 None of the Company, any of its controlled affiliates and any person acting on behalf of any of the foregoing with authority to do so and to the best knowledge, information and belief of the Warrantors having made reasonable enquiries (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under

circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act.

26.2 [Reserve]

26.3 It is not necessary in connection with the offer, sale and delivery of the International Offer Shares to the International Underwriters and the subsequent purchasers thereof or the initial resale of the International Offer Shares by the International Underwriters in the manner contemplated by this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements, the Hong Kong Public Offering Documents and the Preliminary Offering Circular to register the Offer Shares under the Securities Act based on the facts and assumptions described in the offering documents and the transaction structure contemplated hereby.

26.4 The Company is a “foreign issuer” (as such term is defined in Regulation S under the Securities Act).

26.5 There is no substantial U.S. market interest within the meaning of Regulation S under the Securities Act in the Offer Shares or securities of the Company of the same class as the Offer Shares.

26.6 [Reserve]

27. Market Conduct

27.1 None of the Company, any member of the Group and their respective directors, officers, employees, agents, controlled affiliates nor any person acting on behalf of any of them with authority to do so and to the best knowledge, information and belief of the Warrantors having made reasonable enquiries (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), has, at any time prior to the date of this Agreement, done or engaged in, or will, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the SEHK, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.

27.2 No member of the Group and their respective directors, officers, employees, agents, controlled affiliates or controlling persons, nor any person acting on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and

Futures Ordinance, or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise to the extent within the control of the Company and the Group.

28. Immunity

- 28.1 Under the Laws of Hong Kong, the PRC and the U.S., neither the Company nor any other members of the Group, nor any of the Controlling Shareholders, nor any of the properties, assets or revenues of the Company or any other members of the Group or any of the Controlling Shareholders is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief (including but not limited to interlocutory or ancillary relief) or for the enforcement of any judgment or arbitral awards in each case, to the extent applicable to such person under the Laws of the relevant jurisdiction.

29. Choice of Law and Dispute Resolution

- 29.1 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Hong Kong; the Company can sue and be sued in its own name under the Laws of Hong Kong; the agreement by the Warrantors to resolve any dispute by arbitration pursuant to **Clause 16**, the waiver by the Warrantors of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead an inconvenient forum and the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and will be respected by the courts of Hong Kong; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong are concerned, to confer valid personal jurisdiction over the Company and the Warrantors, as applicable.

30. Professional Investor

- 30.1 Each of the Company and the Controlling Shareholders has read and understood the Hong Kong Professional Investor Treatment Notice (as applicable to it/her) set forth in **Schedule 7** and acknowledges and agrees to the representations, waivers and consents contained in such applicable notice, in which the expressions “you” or “your” shall mean “the Company”, the “Controlling Shareholders” (as applicable) and “we” or “us” or “our” shall mean the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and their respective affiliates provided that nothing herein shall operate as a waiver of any rights which may not lawfully be waived.

31. No Other Arrangements Relating to the Sale of the Offer Shares

- 31.1 There are no contracts, agreements or understandings between any member of the Group 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 other member of the Group or the Controlling Shareholders or any Underwriter for brokerage commissions, finder's fees, broker's or agent's commission or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus and the Preliminary Offering Circular.

- 31.2 None of the Company, any other member of the Group nor the Controlling Shareholders has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements. Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company nor any other member of the Group, or any of their respective affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide any direct or indirect benefits by side letter or otherwise, to any investor in the Global Offering or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of Chapter 4.15 of the Guide in any material respect.
- 31.3 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 Public Offering Documents and the Preliminary Offering Circular other than as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or permitted under applicable Laws and regulations. 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 Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 31.4 Any certificate expressly stated to be given pursuant to this Agreement and signed by any director or officer of the Company in the agreed form shall constitute a representation of the Company solely as to the matters expressly set out therein and only to the persons expressly addressed therein.

32. Cornerstone Investment

- 32.1 Pursuant to the Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.
- 32.2 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in

relation to the control of the Company.

33. Compliance with laws and regulations applicable to its listing on Shenzhen Stock Exchange

- 33.1 The Company is duly listed on the Shenzhen Stock Exchange and the Company has complied, and is in compliance, in all material respects with all applicable laws and regulations of the PRC and the listing rules of the Shenzhen Stock Exchange and the requirements of the CSRC; there is no pending or, to the knowledge of the Company, threatened investigation, inquiry, disciplinary action or other proceeding by any PRC governmental or regulatory authority (including the CSRC or the Shenzhen Stock Exchange) which could reasonably be expected to result in any suspension or termination of the listing of the Company's A shares or otherwise have a material adverse effect on the Company or the Global Offering.

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders jointly and severally represents, warrants, agrees with, and 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 as follows:

1. Capacity

- 1.1 Each of the Controlling Shareholders (A) is of full age and sound mind, (B) fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents (to the extent he or she is a party thereto) and any other document required to be executed pursuant to the provisions of this Agreement, the International Underwriting Agreement and the Operative Documents, and (C) has obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and the transactions contemplated thereby, and acted independently and free from any undue influence by any person, prior to the execution and delivery of such documents provided that failure to obtain independent legal advice shall not of itself affect the validity or enforceability of this Agreement.
- 1.2 As at the date of this Agreement, the Controlling Shareholders are the legal and/or beneficial owners of the issued share capital of the Company as shown in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 1.3 None of the Controlling Shareholders has declared or become insolvent or bankrupt or has reason to believe that any Controlling Shareholder may become insolvent or bankrupt in a manner that would reasonably be expected to impair such Controlling Shareholder's ability to perform obligations under this Agreement.

2. Execution of agreements

- 2.1 Each of the Controlling Shareholders has the requisite power and authority and/or legal capacity, as the case may be, to enter into and perform his/her/its obligations under this Agreement and each of the Operative Documents to which he/she/it is a party.
- 2.2 This Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and any other documents required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents (as applicable), have been duly authorized (in respect of the Controlling Shareholders), executed and delivered by each relevant Controlling Shareholder and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholder, enforceable in accordance with its terms subject to applicable bankruptcy, insolvency, reorganisation, moratorium and general principles of equity.
- 2.3 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable), the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of,

or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of either of them pursuant to (A) the article of association or other constituent or constitutive documents or the business license (as applicable) of the Controlling Shareholders (unless such Controlling Shareholder is a natural person); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Controlling Shareholder is a party or by which either of them is bound or any of his/her/its properties or assets may be bound or affected; or (C) any Laws applicable to the Controlling Shareholders or any of the properties or assets of the Controlling Shareholder except where such conflict, breach, violation, default or Encumbrance would not reasonably be expected to materially impair such Controlling Shareholder's ability to perform obligations under this Agreement.

3. Information Provided

- 3.1 All information included in the Hong Kong Prospectus, the Preliminary Offering Circular and the CSRC Filings with respect to the Controlling Shareholders did not contain an untrue statement of a material fact nor 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.
- 3.2 All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Controlling Shareholders and/or any of its directors, officers, employees, Affiliates and/or agents, to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Capital Market Intermediaries, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the SEHK and/or the SFC for the purposes of the Global Offering and/or the listing of the H Shares on the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK and/or the SFC) was, when disclosed or made available, and remains, true and accurate in all material respects and not misleading, to the best knowledge, information and belief of the relevant Controlling Shareholder having made reasonable enquiries.

4. Market Conduct

- 4.1 None of the Controlling Shareholders or (if applicable) any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the 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 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.
- 4.2 None of the Controlling Shareholders, nor any person acting on behalf of any of them, has

taken or facilitated directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

5. Choice of law and dispute resolution

- 5.1 The governing law provisions set forth in this Agreement and the submission by the Company and the Controlling Shareholders to the jurisdiction of the courts of Hong Kong, the waiver by the Company and the Controlling Shareholders of any objection to the venue of any action, suit or proceeding in such courts (including any claim of inconvenient forum), and any waiver of immunity on the grounds of sovereignty or otherwise, are legal, valid and binding under the laws of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedure, and will be recognized and given effect to by the courts of Hong Kong and the PRC to the extent so permitted. 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 Company. Any judgment obtained against the Company or any of the Controlling Shareholders in the courts of Hong Kong arising out of or in relation to this Agreement will be recognized and enforced by the courts of the PRC to the extent permitted under the PRC civil law and rules of civil procedure and any other applicable laws and regulations, subject to the uncertainty as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular and subject to usual principles of public policy, procedural law and judicial discretion.

6. Immunity

- 6.1 Under the Laws of Hong Kong and the PRC, none of the Controlling Shareholders nor any of their respective properties or assets is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to claim for itself any immunity (sovereign or crown status or otherwise) from (without limitation) any action, suit or proceeding (including, without limitation, arbitration proceedings), from banker's lien, set-off or counterclaim, from the jurisdiction of any court or tribunal, from service of process, from attachment prior to judgment or award or attachment in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards or any other legal process or remedy with respect to its obligations under this Agreement; the irrevocable waiver and agreement of each Controlling Shareholder in Clause 16 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of each Warranting Shareholder under the Laws of Hong Kong, the PRC and any other jurisdiction relevant to any or all of them or the Global Offering.

7. No other arrangements relating to sale of Offer Shares

- 7.1 (A) Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (i) none of the Controlling Shareholders is entitled to any preemptive or similar rights

to acquire the Shares, and (ii) there are no securities held by the Controlling Shareholders convertible into or exchangeable for any equity securities of the Company; and (B) there is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Controlling Shareholders to sell the H Shares or any other securities of the Company.

- 7.2 Except as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between any member of the Group, on the one hand, and any of the Controlling Shareholders or any company (excluding the members of the Group) or undertaking which is owned or controlled by any of the Controlling Shareholders (whether by way of shareholding or otherwise), on the other hand.
- 7.3 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders and their respective affiliates has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus and the Preliminary Offering Circular other than arrangements disclosed in writing to the Joint Sponsors prior to the date hereof.

8. United States aspects

- 8.1 Other than as contemplated in this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders, their affiliates or any person acting on behalf of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act, or (B) has offered or sold or will offer or sell the Offer Shares by means of any "directed selling efforts" within the meaning of Rule 902 under the Securities Act.

9. Certificates

- 9.1 Any certificate expressly required under this Agreement or the International Underwriting Agreement and signed by a Controlling Shareholder in agreed form shall constitute a representation solely as to the matters expressly stated therein and only to the persons expressly addressed therein.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

Unless otherwise stated, THREE (3) sets of originals/certified/printed copies (as the case maybe) of the documents set out below shall be delivered:

Part A

Legal Documents

1. certified true copies of the resolutions of the board of Directors of the Company:
 - 1.1 approving and authorizing this Agreement, the International Underwriting Agreement, and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and any issue of the H Shares pursuant thereto;
 - 1.3 approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Final Offering Circular;
 - 1.4 approving and authorizing the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. certified true copies of the resolutions of the shareholders of the Company referred to in the paragraph headed “Appendix VI - Statutory and General Information – Further Information about our Group - Resolutions Passed by Our Shareholders’ Meeting in Relation to the Global Offering” in the Hong Kong Prospectus.
3. certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
4. certified true copies of the H Share Registrar Agreement duly signed by the parties thereto.
5. certified true copies of the FINI Agreement duly signed by the parties thereto.
6. certified true copies of the Articles of Association which shall become effective upon the Listing Date.
7. certified true copies of each of (i) the current business license of the Company; (ii) a certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (iii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
8. certified true copies of the service contracts or letters of appointment of each of the Directors.
9. certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors (except as already provided in item [11] below).

10. signed originals or certified true copies of each of the material contract referred to in the paragraph headed “Appendix VI – Statutory and General Information – Further Information about Our Business – Summary of Material Contract” in the Hong Kong Prospectus duly signed by the parties thereto.

Documents relating to the Hong Kong Public Offering

11. certified copies of each of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, two certified true copies of the relevant powers of attorneys.
12. signed originals of the signature pages of the Verification Notes, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorised attorneys).
13. signed originals of the accountant’s report dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.
14. 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 Group, the text of which is contained in Appendix II to the Hong Kong Prospectus.
15. signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, relating to the indebtedness statement contained in the Hong Kong Prospectus.
16. signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, 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.
17. signed originals of the comfort letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
18. [intentionally deleted]
19. signed originals of the legal opinions from Hunan Qiyuan Law Firm, the legal advisers to the Company 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 Sponsor-OCs, in respect of certain general corporate matters and the property interests of the Group in the PRC.
20. signed originals of the legal opinions from Jingtian & Gongcheng, the PRC legal advisers to the Joint Sponsors and the Underwriters addressed to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), confirming the legal opinions issued by Hunan Qiyuan Law Firm, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.

21. signed originals of the legal opinion from Ma Tang & Co., legal advisers to the Company as to Hong Kong Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, in respect of a subsidiary of the Company in Hong Kong.
22. originals of the legal opinion from JunZeJun Law Offices, legal advisers to the Company as to Data Compliance Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, in respect of certain data compliance of the Group in the PRC.
23. copies of the industry report prepared by the Industry Consultant, dated the Hong Kong Prospectus Date.
24. signed originals or certified true copies of the internal control report prepared by the Internal Control Consultant.
25. signed originals or certified true copies of the IT audit report prepared by the IT Auditor.
26. signed originals or certified true copies of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the paragraph headed “Appendix VI – Statutory and General Information – Other Information – Qualification of Experts” in the Hong Kong Prospectus (excluding the Joint Sponsors) consenting to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties’ names and where relevant, their reports and letters in the form and context in which they are included.
27. signed originals or certified true copies of the certificate given by the relevant translator relating to the translation of the Hong Kong Prospectus.
28. copies of the written confirmation from the Stock Exchange authorising the registration of the Hong Kong Prospectus.
29. copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus under section 342C of the Companies (WUMP) Ordinance.
30. [intentionally deleted]
31. certified true copies of the compliance adviser agreement duly signed by the parties thereto.
32. signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.
33. copies of the notification issued by the CSRC on the Company’s completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Stock Exchange.
34. certified true copies of the undertaking from the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
35. certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Part B

1. signed originals of the Regulation S comfort letters and bringdown comfort letters from the Reporting Accountants, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs and the International Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which letters shall cover, without limitation, the various financial disclosures contained in the Disclosure Package and the Final Offering Circular.
2. signed originals of the Hong Kong bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Joint Sponsors, the Sponsor-OCs and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
3. signed originals of the bring-down legal opinion from Hunan Qiyuan Law Firm, legal advisers to the Company as to the PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, in relation to a bringdown opinion of the opinions under item 19 of Part A).
4. signed originals of the bring-down legal opinion from Ma Tang & Co., legal advisers to the Company as to Hong Kong Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, in relation to a bringdown opinion of the opinions under item 21 of Part A).
5. originals of the legal opinion from JunZeJun Law Offices, legal advisers to the Company as to Data Compliance Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, in relation to a bringdown opinion of the opinions under item 22 of Part A).
6. signed originals of the closing legal opinions from O'Melveny & Myers, legal advisers to the Company as to Hong Kong Laws, dated the Listing Date and addressed to the Company, the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
7. signed originals of the bring-down legal opinion from Jingtian & Gongcheng, legal advisers to the Underwriters as to PRC Laws, dated the Listing Date, addressed to the Joint Sponsors, the Sponsor-OCs and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, in relation to a bringdown opinion of the opinions under item 20 of Part A.
8. signed originals of the closing legal opinions from Jingtian & Gongcheng LLP, legal advisers to the Underwriters as to Hong Kong Laws, dated the Listing Date, addressed to the Joint Sponsors, the Sponsor-OCs and the Underwriters, and in form and substance satisfactory to the Joint Sponsor and the Sponsor-OCs.
9. signed originals of the certificate of the chairman of the Board, dated the Listing Date addressed to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters) and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, confirming that, inter alia, (a) the representations, warranties and undertakings of the Company contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; (b) none of the events as set out in Clause 11.1 has occurred prior to 8:00 a.m. on the Listing Date; (c) as at the Listing Date, there has been no Material Adverse Change since the date of this Agreement; and (d) the

Company has complied with all of the obligations and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Listing Date.

10. signed originals of the certificate of the Controlling Shareholders, dated the Listing Date addressed to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, confirming that, inter alia, (a) the representations, warranties and undertakings of such Warrantor contained in this Agreement are true and accurate and not misleading or deceptive as of the Listing Date; and (b) such Warrantor has complied with all of the obligations and satisfied all of the conditions on its/his/her part to be performed or satisfied hereunder on or before the Listing Date.
11. signed originals of the certificate of the chief financial officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountants.
12. signed originals of the certificate of the joint company secretaries, dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which certificate shall cover certain corporate documents of the Company.
13. certified true copies of the resolutions of the board of Directors or a duly authorized committee of the board of Directors or the authorized person(s) relating to the Global Offering approving, inter alia, the determination of the Offer Price, the basis of allocation and the allotment and issue of Offer Shares to the allottees.
14. copies of the letter from the SEHK approving the listing of the H Shares.
15. signed originals or certified true copies of the Price Determination Agreement, each duly signed by the parties thereto.
16. certified copies of the declaration substantially as in Form F submitted on FINI pursuant to Rule 9.11(37) of the Listing Rules.

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 White Form eIPO Service at www.hkeipo.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. Copies of records of such applications will have to be faxed to the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6

FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Dates of Advertisement
Stock Exchange website	April 27, 2026
Company website	April 27, 2026

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code of Conduct**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code of Conduct in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority;

- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
- 3. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million at the Relevant Date (as defined below);
- 1.2 any corporation having, at the Relevant Date (as defined below):
 - (i) a portfolio of not less than \$8 million; or
 - (ii) total assets of not less than \$40 million;
- 1.3 a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons;
 - (i) a trust corporation specified in paragraph 1.1 above;
 - (ii) an individual specified in section 5(1) of the Professional Investor Rules;
 - (iii) a corporation specified in this paragraph or paragraph 1.2 above;
 - (iv) a partnership specified in section 7 of the Professional Investor Rules;
 - (v) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of *professional investor* in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance;
- 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; or
- 1.5 a partnership having, Relevant Date (as defined below):
 - (i) a portfolio of not less than \$8 million; or
 - (ii) total assets of not less than \$40 million.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“the **Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
2. The Overall Coordinators have made an assessment on you as a Corporate Professional Investor in relation to all investment products and markets in accordance with Paragraph 15.3A of the Code of Conduct.
3. You consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- 3.1 Information about clients
- (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
- 3.2 Client agreement
- (i) enter into a written agreement complying with the Code of Conduct in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
- 3.3 Information for client
- (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority;
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule and confirm it on an annual basis.
4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
 5. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”).

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- 1.1 an individual having a portfolio of not less than \$8 million at the Relevant Date (as defined below), when any one or more of the following are taken into account:
 - (i) a portfolio on the individual’s own account;
 - (ii) a portfolio on a joint account with the individual’s associate;
 - (iii) the individual’s share of a portfolio on a joint account with one or more persons other than the individual’s associate;
 - (iv) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“the **Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
- (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;

- (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
- 2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 4. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
- 5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 7.