CORNERSTONE INVESTMENT AGREEMENT

DATED May 12, 2026

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)
AND

AMR ACTION FUND, L.P.

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

ABCI CAPITAL LIMITED

AND

CLSA LIMITED

AND

CHINA RENAISSANCE SECURITIES (HONG KONG) LIMITED

TABLE OF CONTENTS

Clause		Page
1.	DEFINITIONS AND INTERPRETATIONS	1
2.	INVESTMENT	7
3.	CLOSING CONDITIONS	7
4.	CLOSING	8
5.	RESTRICTIONS ON THE INVESTOR	10
6.	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	11
7.	TERMINATION	21
8.	ANNOUNCEMENTS AND CONFIDENTIALITY	22
9.	NOTICES	23
10.	GENERAL	24
11.	GOVERNING LAW AND JURISDICTION	26
12.	IMMUNITY	26
13.	PROCESS AGENT	27
14.	COUNTERPARTS	27
SCHEDULE 1		34
INVESTOR SHARES		34
SCHEDULE 2		35
PARTICULARS OF INVESTOR		35

THIS AGREEMENT (this "**Agreement**") is made on May 12, 2026

BY AND AMONG:

(1) **TENNOR THERAPEUTICS (SUZHOU) LIMITED (丹诺医药(苏州)股份有限公司)**, a joint-stock liability company established under the laws of the PRC, whose registered office is at Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu), Pilot Free Trade Zone Suzhou, Jiangsu, PRC (the "**Company**");

(2) **AMR ACTION FUND, L.P.**, a limited partnership formed and existing in the laws of the State of Delaware, United States whose principal address is at 225 Franklin Street, Suite 1750, Boston, MA 02110, USA (c/o AMR Action Fund GP, LLC) (the "**Investor**");

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(4) **ABCI CAPITAL LIMITED** of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI**", together with CITICS, the "**Joint Sponsors**" and each a "**Joint Sponsor**");

(5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with ABCI, the "**Overall Coordinators**" and each an "**Overall Coordinator**"); and

(6) **CHINA RENAISSANCE SECURITIES (HONG KONG) LIMITED** of Unit 8107-08, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong ("**CRSHK**").

WHEREAS:

(A) The Company has made an application for the 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 828,100 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of initially 7,452,450 H Shares (subject to reallocation and the Over-Allotment Option (as defined below)) offered by the Company (i) outside the United States to investors who are not U.S. Persons (as defined below) (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below), and (ii) in the United States to a limited number of institutional "accredited investors" (as defined in Rule 501(a) under the Securities Act) in reliance on the Rule 506 safe harbor or another available exemption from registration under the Securities Act (the "**International Offering**").

(B) CITICS and ABCI are acting as the Joint Sponsors of the Global Offering, and CLSA and ABCI the Overall Coordinators of the Global Offering.

(C) CRSHK is acting as a syndicate CMI (as defined below) of the Global Offering.

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

"**CMI(s)**" means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the SFC;

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

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

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

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

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

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning

ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;

"**CSRC**" means the China Securities Regulatory Commission;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

"**CSRC Filings**" 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;

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

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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 or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**Fees Rules**" has the meaning ascribed to such term in the Listing Rules;

"**FINI**" has 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, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including but not limited to the Stock Exchange, the SFC and the CSRC);

"**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 ordinary share(s) in the share capital of the Company with a par value of RMB1.00 each, which are to be listed on the Stock Exchange and subscribed and traded in Hong Kong dollars;

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

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

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

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

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

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

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

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

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

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

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

"**Material Breach**" means that the Investor fails to pay the Aggregate Investment Amount to subscribe for the Investor Shares in full or in part pursuant to clause 2 of this Agreement;

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

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;

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

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

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

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

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

"**QIB(s)**" means qualified institutional buyers and has the meaning given to it under Rule 144A;

"**Regulation S**" means Regulation S under the Securities Act;

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

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

"**RMB**" means Renminbi, the lawful currency of the PRC;

"**Rule 144A**" means Rule 144A under the Securities Act;

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

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

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

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

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

"**Underwriter**" means an underwriter of the Global 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;

"**U.S. Investment Company Act**" means the United States Investment Company Act of 1940, as amended, supplemented or otherwise modified from time to time;

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

"**U.S. Person**" has the meaning given to it in Rule 902(k) of Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

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

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(i) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate or cause to be allocated (as the case may be), and CRSHK will deliver or cause to be 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 CRSHK and its affiliates in their capacities as the international underwriters of the relevant portion of the International Offering;

(b) the Investor is subscribing for the Investor Shares in reliance on the Rule 506 safe harbor under the Securities Act; and

(c) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in accordance with clause 4.2.

2.2 The Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

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

3. CLOSING CONDITIONS

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

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals (including those in connection with the subscription by the Investor of the Investor Shares)) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect

of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or 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 condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to subscribe for, and the obligations of the Company to issue, allot and place, the Overall Coordinators to allocate or cause to be allocated (as the case may be), and CRSHK to deliver or cause to be delivered (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 Overall Coordinators, the Joint Sponsors, CRSHK, and/or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators, the Joint Sponsors or CRSHK 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 Overall Coordinators, the Joint Sponsors and/or CRSHK, or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners 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 CRSHK and its affiliates as the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be

beneficially owned by the three largest public shareholders of the Company, (b) the minimum requirements under the Listing Rules including without limitation 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 (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the aforesaid requirements under the Listing Rules.

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 the Levies (to such Hong Kong dollar bank account as may be notified to the Investor by CRSHK) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date in Hong Kong dollars, notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, 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 CRSHK in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify CRSHK, and CRSHK shall forthwith notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing). Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount and the related Brokerage and the Levies for the Investors Shares as specified in clause 4.2.

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to CRSHK in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

4.5 Without prejudice to clauses 4.3 and 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors, CRSHK, and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing), and the payment of the Investor Shares shall not be later than 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date 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 Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Sponsors and CRSHK shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators, the Joint Sponsors and CRSHK 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 None of the Company, the Overall Coordinators, the Joint Sponsors and CRSHK, and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Overall Coordinators, the Joint Sponsors and CRSHK 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 the control of the Company, the Overall Coordinators, the Joint Sponsors and CRSHK, and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, Monkeypox virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, 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, labor 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 5.2, the Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces any intention to enter into such a transaction; or (ii) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i) above, whether any of the foregoing transactions described in (i) 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 and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors and save for events contributed by the Company (e.g., a share repurchase that will result in proportionate increase in the aggregate holding of the Investor and its close associates), 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.

5.3 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 Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.

5.4 The Investor shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators as updated or amended from time to time) with the Company, the controlling

shareholder(s) or single largest shareholder(s) (as the case may be) of the Company, any other member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives 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 Overall Coordinators, the Joint Sponsors and CRSHK that:

(a) each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents; The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, and all such information relating to the Investor is true, complete and accurate in all material respects and is not misleading in any material respect;

(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, CSRC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;

(d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Joint Sponsors may submit information about its subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement 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 pursuant to the relevant underwriting agreements and price determination agreement 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 CRSHK and its affiliates in their capacities as 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 Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide (as updated and amended from time to time), the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules; or (iii) the free float requirements under Rule 19A.13C of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to 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 Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (if 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) it understands and agrees that the offer and sale of 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, and any share certificate(s) representing the Investor Shares may bear a legend substantially to such effect (where applicable);

(m) it understands that none of the Company, the Overall Coordinators the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(n) it has received 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 unless and until such information is disclosed by the Company or is otherwise made available in the public domain, it shall: (i) not disclose such information to any person other than to its affiliates, and its and 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 reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with

this clause 6.1(n)) 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 use its reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) 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;

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

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any 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 and/or its representatives, 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);

(p) it acknowledges and agrees that this Agreement does not, collectively or separately, constitute an offer of securities for sale in any jurisdictions in which such an offer would be unlawful;

(q) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(r) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, CRSHK, or their respective directors, supervisors, officers,

employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators, the Joint Sponsors, and/or CRSHK (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors, CRSHK, and their respective directors, supervisors (if applicable), officers, employees, 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;

(s) none of the Overall Coordinators, the Joint Sponsors, CRSHK, the other underwriters of the Global Offering and their respective directors, supervisors (if 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 (if 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;

(t) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it of any of the Relevant Shares;

(u) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(v) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI(s), the underwriters of the Global Offering or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents, partners or

representatives or any other party involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(w) 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;

(x) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors, CRSHK or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

(y) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (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;

(z) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement entered into by the Investor;

(aa) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date or such other date as agreed in accordance with clause 4.5; and

(bb) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange.

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

(a) it has been duly formed and is validly existing and in good standing under the Laws of its place of formation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;

(b) subject to compliance by all other parties hereto with all relevant requirements of Rule 506 under the Securities Act and the securities laws of the relevant states, 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 such Investor or would require any registration or licensing within the jurisdiction that such 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 and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under Clause 3.1;

(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) (i) 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; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators, the Joint Sponsors and CRSHK in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor ; (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; (iii) any agreement or other instrument binding upon the Investor; or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure the information to be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, partners, 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) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI(s), or the underwriters in connection with the Global Offering and 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 (if applicable) or officer of the Company;

(m) the Investor is subscribing for the Investor Shares in the United States, and it has been advised and acknowledges that in issuing the Investor Shares to the Investor pursuant hereto, the Company is relying upon the Rule 506 safe harbour under the Securities Act;

(n) the Investor has sufficient knowledge and experience in financial and business matters so as to be capable of evaluating the merits and risks of its investment in the Investor Shares, and makes the investment decision based on the Investor's own evaluation and judgment. The Investor is capable of bearing the economic risks of such investment, including a complete loss of its investment;

(o) The Investor is subscribing for the Investor Shares for its own account for investment purposes only and not with the view to, or with any intention of, resale, distribution or other disposition thereof. The Investor does not have any direct or indirect arrangement, or understanding with any other persons to distribute, or regarding the distribution of the Investor Shares in violation of the Securities Act or any other applicable state securities law of the United States;

(p) the Investor (x) acknowledges that it was not identified or contacted through the marketing of the Global Offering and (y) did not contact the Company as a result of any general solicitation or directed selling efforts in the United States;

(q) the Investor acknowledges that the Investor Shares are "restricted securities," the offer and sale of which has not been registered under the Securities Act or any applicable state securities law of the United States. The Investor further acknowledges that, absent an effective registration under the Securities Act, the Investor may only offer, sell or otherwise transfer the Investor Shares (x) to the Company, (y) outside the United States in accordance with Regulation S under the Securities Act or (z) pursuant to an exemption from registration under the Securities Act;

(r) the Investor is an institutional "accredited investor" as described in Rule 501(a)(1), (a)(2), (a)(3) or (a)(7) under the Securities Act;

(s) based on the actual knowledge (without a duty of investigation) of the chief executive officer of the general partner of the Investor, (i) each of the Investor and its general partner is a third party independent of the Company or any of its affiliates; (ii) each of the Investor and its general partner is not a connected person (as defined in the Listing Rules) or an associate thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction under Chapter 14A of the Listing Rules notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or

agreements referred to in this Agreement and will, immediately after the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) the Investor has the financial capacity to meet all obligations arising under this Agreement; (iv) each of the Investor and its general partner is not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s) or single largest shareholder(s)(as the case may be), substantial shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) each of the Investor and its general partner has 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;

(t) the Investor will use its own funds to subscribe for the Investor Shares, 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;

(u) each of the Investor and its general partner is not a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(v) 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;

(w) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

(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 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and the Investor will refrain from acting in any manner that would cause the Company, the Joint Sponsors, the Overall Coordinators and/or CRSHK to be in breach of such provisions;

(y) the aggregate holding (directly and indirectly) of the Investor and its close associates 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) the Investor is not subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any member of the Group, any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering;

(aa) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or will be entered into or made between the Investor or its affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees or agents, partners, advisors or representatives on the one hand and the Company or its controlling shareholders or

single largest shareholders (as the case may be), any member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents on the other hand;

(bb) the Investor has not applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide;

(cc) 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

(dd) save as previously disclosed to the Company, the Joint Sponsors, the Overall Coordinators and CRSHK in writing, the Investor and the beneficial owner(s) of its general partner have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators, the Joint Sponsors and CRSHK that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors, the Overall Coordinators and CRSHK, and their respective affiliates and any information provided or to be provided by it under or in connection with this Agreement is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name 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 Overall Coordinators, the Joint Sponsors and/or CRSHK, or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators, the Joint Sponsors and/or CRSHK to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of the Regulators or the relevant Governmental Authority including 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 it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

6.4 The Investor understands that the warranties, undertakings, representations, acknowledgements, agreements and confirmations in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering, and their respective subsidiaries, associates, directors, supervisors (if applicable), officers, employees, partners, representatives, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, acknowledgements, agreements and confirmations set forth therein, and it agrees to notify the Company, the Overall Coordinators, the Joint Sponsors and CRSHK promptly in writing if any of the warranties, undertakings, representations, acknowledgements, agreements or confirmations therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.

6.5 The Investor agrees and undertakes that it will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors, CRSHK, the CMI(s) and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party arising from a Material Breach, and against any and all costs, charges, losses or expenses which are reasonably incurred by any Indemnified Party which may be suffered or incurred 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, agreements, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, the Closing and, if applicable, the Delayed Delivery Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

(c) subject to 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) neither the Company, 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) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering in the United States (within the meaning of Section 4(a)(2) of the Securities Act) made with respect to the H Shares;

(e) none of the Company, any of its affiliates, or any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the issuance of any of the Investor Shares under the Securities Act, whether through integration with prior offerings or otherwise.

(f) none of the Company and its controlling shareholder(s) or single largest shareholder(s)(as the case may be), any member of the Group and their respective affiliates, directors, supervisors (if 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, supervisors (if applicable), officers, employees or agents;

(g) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if 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;

(h) the Company will timely file a Form D with respect to the Investor Shares as required under Regulation D and to provide a copy thereof, promptly upon request of the Investor. The Company shall, on or before the Closing Date, take such action as the Company shall reasonably determine is necessary to qualify the Investor Shares (or otherwise required) for sale of such Investor Shares to the Investor at the Closing pursuant to this Agreement under the applicable securities or "blue sky" laws of the states of the United States (or obtain an exemption from such qualification), and shall provide evidence of any such action so taken to the Investor on or prior to the Closing;

(i) (i) No Disqualification Events. With respect to the Investor Shares to be offered and sold hereunder in reliance on Rule 506 under the Securities Act, none of the Company, any of its predecessors, any affiliated issuer, any director, executive officer, other officer of the Company participating in the offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale (each, an "Issuer Covered Person" and, together, "Issuer Covered Persons") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "Disqualification Event"), except for a Disqualification Event covered by Rule 506(d)(2) or(d)(3). The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Investor and other parties hereto a copy of any disclosures provided thereunder. (ii) Other Covered Persons. The Company is not aware of any Person that (x) has been or will be paid (directly or indirectly) remuneration for solicitation of buyers in connection with the sale of the Investor Shares and (y) who is subject to a Disqualification Event. (iii) Notice of Disqualification Events. The Company will notify the Investor in writing of (i) any Disqualification Event relating to any Issuer Covered Person and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Issuer Covered Person, prior to the Closing;

(j) No registration under the Securities Act is required for the offer and sale of the Investor Shares by the Company to the Investor as contemplated hereby. The issue and sale of the Investor Shares hereunder do not contravene the Listing Rules or the Listing Guide;

(k) The Company is not and does not expect to become a "passive foreign investment company" as defined in Section 1297 of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder; and

(l) The Company is not, and immediately after the receipt and application of the proceeds from the Global Offering, will not be required to be registered as an "investment company" under, and as such term is defined in, the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

6.8 Each of the representations, warranties and undertakings given by the Company under clause 6.7 shall be construed as a separate representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

(b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors

in each of their respective sole discretion, in the event that there is a breach of this Agreement on the part of the Investor (including a breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5, 8.1, 10, 11, 12 and 13 of this Agreement and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if 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 (if 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 (if 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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors and their respective counsels.

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

9. NOTICES

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

If to the Company, to:

Address:	Unit 701, Block B7 BioBay 218 Xinghu Street Suzhou Industrial Park Suzhou Area of China (Jiangsu) Pilot Free Trade Zone Suzhou Jiangsu, PRC
Email:	emily.chen@tennorx.com
Facsimile:	+86 0512-86861990
Attention:	Ms. Chen Rongping

If to the Investor, to:

Address:	225 Franklin Street, Suite 1750 Boston, MA 02110 USA
Email:	legalnotices@amractionfund.com
Attention:	General Counsel

If to CITICS, to:

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team

If to ABCI, to:

Address:	11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong
Email:	project.everest@abci.com.hk
Facsimile:	+852 2861 0061
Attention:	Project Everest Deal Team

If to CLSA, to:

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team

If to CRSHK, to

Address:	Units 8107-08, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Email:	leslieyuen@chinarenaissance.com, with a copy to Legal&Compliance@chinarenaissance.com
Attention:	Leslie YUEN, Head of International ECM

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile (but only if a fax number has been provided above by the recipient), or email, or by pre-paid post, or internationally recognized overnight courier. A copy of any notice delivered hereunder to Investor by hand, pre-paid post, or internationally recognized overnight courier shall also be sent via email.. 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, and 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 within 24 hours after the sending the email), 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, the Overall Coordinators and CRSHK as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors, the Overall Coordinators or CRSHK will be liable for any failure on the part of any of the other Joint Sponsors, Overall Coordinators, or CRSHK to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor, Overall Coordinator or CRSHK to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors, the Overall Coordinators, CRSHK shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors, Overall Coordinators or CRSHK, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor

Shares, the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company, the Overall Coordinators, the Joint Sponsors and CRSHK 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. For the avoidance of doubt, any alternation to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.

10.6 This Agreement is delivered in the English language. If a Chinese translation of this Agreement is delivered, it is for information purposes only and does not constitute the definitive and legally binding agreement. For the avoidance of doubt, if there is any discrepancy, inconsistency or ambiguity between this Agreement and the translation thereof, the meaning of this Agreement in English shall prevail.

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 written agreement among the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative

and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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

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. 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), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. PROCESS AGENT

13.1 The Investor irrevocably appoints Reed Smith Richards Butler Secretariat at 17th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, 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 Overall Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors 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
TenNor Therapeutics (Suzhou) Limited
丹諾醫藥(蘇州)股份有限公司

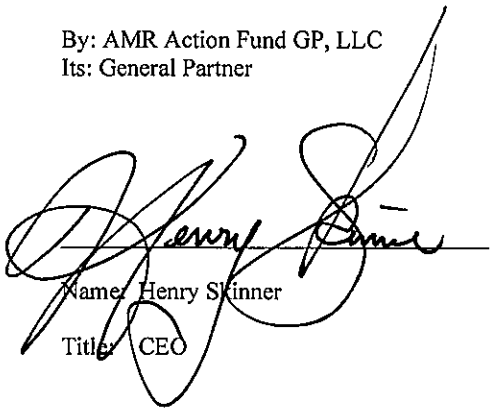
Name: Ma Zhenkun

Title: Executive Director

FOR AND ON BEHALF OF:

AMR ACTION FUND, L.P.

By: AMR Action Fund GP, LLC
Its: General Partner



Name: Henry Skinner

Title: CEO

FOR AND ON BEHALF OF:

CITIC SECURITIES (HONG KONG) LIMITED

By:

Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

ABCI Capital Limited

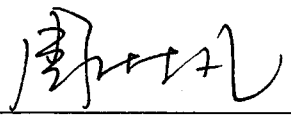
By:

Name: Bryan Bian
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:

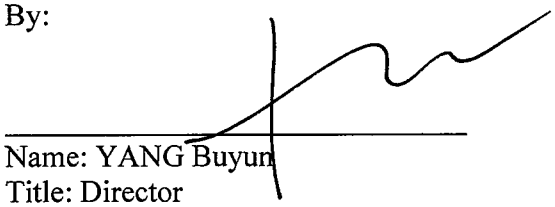


Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:



Name: YANG Buyun
Title: Director

FOR AND ON BEHALF OF:

CHINA RENAISSANCE SECURITIES (HONG KONG) LIMITED

By:

Name: Claire Yeh

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 14,699,653 (calculated using the closing Hong Kong dollar : US dollar exchange rate quoted in the Prospectus (excluding the Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 50 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation" 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 compliance with including without limitation (i) the relevant requirements under Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the 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, the paragraph 3.2 of Practice Note 18 to 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 formation:	Delaware, U.S.A.
Certificate of formation number:	3689843
Business address and telephone number and contact person:	225 Franklin Street, Suite 1750 Boston, MA 02110 USA David Hellmuth
Principal activities:	Mission driven venture capital fund with worldwide geographic focus
General Partner and Limited Partner:	The General Partner is AMR Action Fund GP, LLC. None of the limited partners of AMR Action Fund, L.P., hold more than 20% in interest in the individual fund they are invested in.
Place of formation of General Partner:	Delaware, U.S.A.
Certificate of formation number of General Partner:	3689837
Principal activities of General Partner:	Investment adviser
Description of the Investor for insertion in the Prospectus (subject to further comments from the Stock Exchange/SFC):	AMR US is a limited partnership formed and existing under the laws of the State of Delaware, United States. AMR US is a venture capital fund. The general partner and investment adviser of AMR US are AMR Action Fund GP, LLC which is a limited liability company formed under the laws of the State of Delaware, U.S. and has significant experience investing in clinical stage biotechnology companies developing novel antibiotics. None of the limited partners of AMR US individually holds more than 20% of the interests therein.

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 places:	Cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

DATED May 12, 2026

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)
AND

AMR ACTION FUND, SCSP

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

ABCI CAPITAL LIMITED

AND

CLSA LIMITED

TABLE OF CONTENTS

Clause		Page
1.	DEFINITIONS AND INTERPRETATIONS	1
2.	INVESTMENT	6
3.	CLOSING CONDITIONS	7
4.	CLOSING	8
5.	RESTRICTIONS ON THE INVESTOR	10
6.	ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES	10
7.	TERMINATION	20
8.	ANNOUNCEMENTS AND CONFIDENTIALITY	20
9.	NOTICES	21
10.	GENERAL	22
11.	GOVERNING LAW AND JURISDICTION	24
12.	IMMUNITY	25
13.	PROCESS AGENT	25
14.	COUNTERPARTS	25
SCHEDULE 1		31
INVESTOR SHARES		31
SCHEDULE 2		32
PARTICULARS OF INVESTOR		32

THIS AGREEMENT (this "**Agreement**") is made on May 12, 2026

BY AND AMONG:

(1) **TENNOR THERAPEUTICS (SUZHOU) LIMITED (丹诺医药(苏州)股份有限公司)**, a joint-stock liability company established under the laws of the PRC, whose registered office is at Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu), Pilot Free Trade Zone Suzhou, Jiangsu, PRC (the "**Company**");

(2) **AMR ACTION FUND, SCSP**, a special limited partnership (*société en commandite spéciale*) formed and existing under the laws of the Grand Duchy of Luxembourg whose registered address is at 16, Rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg (the "**Investor**");

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(4) **ABCI CAPITAL LIMITED** of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI**", together with CITICS, the "**Joint Sponsors**" and each a "**Joint Sponsor**"); and

(5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with ABCI, the "**Overall Coordinators**" and each an "**Overall Coordinator**").

WHEREAS:

(A) The Company has made an application for the 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 828,100 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

(ii) a conditional placing of initially 7,452,450 H Shares (subject to reallocation and the Over-Allotment Option (as defined below)) offered by the Company (i) outside the United States to investors who are not U.S. Persons (as defined below) (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below), and (ii) in the United States to a limited number of institutional "accredited investors" (as defined in Rule 501(a) under the Securities Act) in reliance on the Rule 506 safe harbor (the "**International Offering**").

(B) CITICS and ABCI are acting as the Joint Sponsors of the Global Offering, and CLSA and ABCI the Overall Coordinators of the Global Offering.

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "**control**" (including the terms "**controlling**",

"**controlled by**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

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

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

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

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

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

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

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

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

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

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

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;

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

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

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

"**CSRC**" means the China Securities Regulatory Commission;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

"**CSRC Filings**" 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;

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

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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 or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;

"**Fees Rules**" has the meaning ascribed to such term in the Listing Rules;

"**FINI**" has 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, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including but not limited to the Stock Exchange, the SFC and the CSRC);

"**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 ordinary share(s) in the share capital of the Company with a par value of RMB1.00 each, which are to be listed on the Stock Exchange and subscribed and traded in Hong Kong dollars;

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

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

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

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

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

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

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

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

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

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

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

"**Material Breach**" means that the Investor fails to pay the Aggregate Investment Amount to subscribe for the Investor Shares in full or in part pursuant to Clause 2 of this agreement;

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

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;

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

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;

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

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

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

"**QIB(s)**" means qualified institutional buyers and has the meaning given to it under Rule 144A;

"**Regulation S**" means Regulation S under the Securities Act;

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

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

"**RMB**" means Renminbi, the lawful currency of the PRC;

"**Rule 144A**" means Rule 144A under the Securities Act;

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

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

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

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

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

"**Underwriter**" means an underwriter of the Global 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;

"**U.S. Investment Company Act**" means the United States Investment Company Act of 1940, as amended, supplemented or otherwise modified from time to time;

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

"**U.S. Person**" has the meaning given to it in Rule 902(k) of Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:

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

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

(i) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer

Price under and as part of the International Offering 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 Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.

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

3. CLOSING CONDITIONS

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

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals (including those in connection with the subscription by the Investor of the Investor Shares)) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

(f) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or 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 condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Sponsors and/or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering , or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, (b) the minimum requirements under the Listing Rules including without limitation 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 (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the aforesaid requirements under the Listing Rules.

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 the Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business

day immediately before the Listing Date in Hong Kong dollars, notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing). Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount and the related Brokerage and the Levies for the Investors Shares as specified in clause 4.2.

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.

4.5 Without prejudice to clauses 4.3 and 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing), and the payment of the Investor Shares shall not be later than 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date 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 Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

4.7 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Overall Coordinators and the Joint Sponsors shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus,

Monkeypox virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, 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, labor 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 5.2, the Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces any intention to enter into such a transaction; or (ii) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i) above, whether any of the foregoing transactions described in (i) 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 and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors and save for events contributed by the Company (e.g., a share repurchase that will result in proportionate increase in the aggregate holding of the Investor and its close associates), 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.

5.3 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 Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.

5.4 The Investor shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators as updated or amended from time to time) with the Company, the controlling shareholder(s) or single largest shareholder(s) (as the case may be) of the Company, any other member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives 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 Overall Coordinators and the Joint Sponsors that:

(a) each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within

the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents; The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, and all such information relating to the Investor is true, complete and accurate in all material respects and is not misleading in any material respect;

(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, CSRC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;

(d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Joint Sponsors may submit information about its subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement 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 pursuant to the relevant underwriting agreements and price determination agreement 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 Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide (as updated and amended from time to time), the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

(i) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the relevant minimum requirements under the

Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules; or (iii) the free float requirements under Rule 19A.13C of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to 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 Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

(k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (if 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) it understands and agrees that 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 to the QIBs in accordance with Rule 144A or another available exemption thereunder; or (B) outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares may bear a legend substantially to such effect;

(n) it understands that none of the Company, the Overall Coordinators the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144, Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

(o) it has received 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 unless and until such information is disclosed by the Company or is otherwise made available in the public domain, it shall: (i) not disclose such information to any person other than to its affiliates, and its and 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 reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will use its reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any 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 and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

(q) it acknowledges and agrees that this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

(r) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

(s) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Joint Sponsors, the Overall Coordinators, or their respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information

or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, 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;

(t) none of the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (if 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 (if 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;

(u) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it, of any of the Relevant Shares;

(v) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

(w) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the underwriters of the Global Offering or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents, partners or representatives or any other party involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

(x) 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;

(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 Overall Coordinators, the Joint Sponsors or

any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its 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 on one hand, and the Company, any of the Company's shareholders, the Joint Sponsors and/or the Overall Coordinators on the other hand in relation to the Global Offering, other than this Agreement entered into by the Investor;

(bb) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date or such other date as agreed in accordance with clause 4.5; and

(cc) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange.

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

(a) it has been duly formed and is validly existing and in good standing under the Laws of its place of formation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or dissolution;

(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 such Investor or would require any registration or licensing within the jurisdiction that such 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 and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under Clause 3.1;

(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) (i) 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; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled orperformed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

(h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor; (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; (iii) any agreement or other instrument binding upon the Investor; or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure the information to be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, partners, 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) it is a Professional Investor and by entering into this Agreement, it is not a client of any of

the Overall Coordinators, the Joint Sponsors, the capital market intermediaries or the underwriters in connection with the Global Offering and 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 (if applicable) or officer of the Company;

(m) (i) if it is subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person;

(n) based on the actual knowledge (without a duty of investigation) of the Class A Manager of the general partner of the Investor, (i) each of the Investor and its general partner is a third party independent of the Company or any of its affiliates; (ii) each of the Investor and its general partner is not a connected person (as defined in the Listing Rules) or an associate thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction under Chapter 14A of the Listing Rules notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) the Investor has the financial capacity to meet all obligations arising under this Agreement; (iv) each of the Investor and its general partner is not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s) or single largest shareholder(s)(as the case may be), substantial shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) each of the Investor and its general partner has 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 use its own funds to subscribe for the Investor Shares, 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;

(p) each of the Investor and its general partner is not a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

(q) 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;

(r) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;

(s) the subscription for the Investor Shares will comply with the provisions of Appendix F1

(Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and the Investor will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;

(t) the aggregate holding (directly and indirectly) of the Investor and its close associates 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;

(u) the Investor is not subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any member of the Group, any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering;

(v) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or will be entered into or made between the Investor or its affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees or agents , partners, advisors or representatives on the one hand and the Company or its controlling shareholders or single largest shareholders (as the case may be), any member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents on the other hand;

(w) the Investor has not applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide;

(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 and the beneficial owner(s) of its general partner have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates and any information provided or to be provided by it under or in connection with this Agreement is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name 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 Overall Coordinators and/or the Joint Sponsors , or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of the Regulators or the relevant Governmental Authority including 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 it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

6.4 The Investor understands that the warranties, undertakings, representations, acknowledgements, agreements and confirmations in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering, and their respective subsidiaries, associates, directors, supervisors (if applicable), officers, employees, partners, representatives, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, acknowledgements, agreements and confirmations set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations, acknowledgements, agreements or confirmations therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.

6.5 The Investor agrees and undertakes that it will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents and representatives (collectively, the "**Indemnified Parties**"), against all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party arising from a Material Breach in connection with the subscription of the Investor Shares under this Agreement by the Investor against any and all costs, charges, losses or expenses which are reasonably incurred by any Indemnified Party which may be suffered or incurred 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, agreements, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, the Closing and, if applicable, the Delayed Delivery Date.

6.7 The Company represents, warrants and undertakes that:

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

(c) subject to 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 shareholder(s) or single largest shareholder(s)(as the case may be), any member of the Group and their respective affiliates, directors, supervisors (if 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, supervisors (if applicable), 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 (if 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 Each of the representations, warranties and undertakings given by the Company under clause 6.7 shall be construed as a separate representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.

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

7. TERMINATION

7.1 This Agreement may be terminated:

(a) in accordance with clauses 3.2, 4.6 or 4.7;

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

(c) with the written consent of all the Parties.

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5, 8.1, 10, 11, 12 and 13 of this Agreement and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if 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 (if 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 (if 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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors and their respective counsels.

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

9. NOTICES

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

If to the Company, to:

Address: Unit 701, Block B7
BioBay
218 Xinghu Street
Suzhou Industrial Park
Suzhou Area of China (Jiangsu)
Pilot Free Trade Zone Suzhou

	Jiangsu, PRC
Email:	emily.chen@tennorx.com
Facsimile:	+86 0512-86861990
Attention:	Ms. Chen Rongping

If to the Investor, to:

Address:	16, Rue Eugène Ruppert, L-2453 Luxembourg Grand Duchy of Luxembourg
Email:	legalnotices@amractionfund.com
Attention:	General Counsel

If to CITICS, to:

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team

If to ABCI, to:

Address:	11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong
Email:	project.everest@abci.com.hk
Facsimile:	+852 2861 0061
Attention:	Project Everest Deal Team

If to CLSA, to:

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile (but only if a fax number has been provided above by the recipient), or email, or by pre-paid post, or internationally recognized overnight courier. A copy of any notice delivered hereunder to Investor by hand, pre-paid post, or internationally recognized overnight courier shall also be sent via email. 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, and 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 within 24 hours after the sending the email), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party

for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares, the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of this Agreement for the purposes of this Agreement.

10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alternation to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.

10.6 This Agreement is delivered in the English language. If a Chinese translation of this Agreement is delivered, it is for information purposes only and does not constitute the definitive and legally binding agreement. For the avoidance of doubt, if there is any discrepancy, inconsistency or ambiguity between this Agreement and the translation thereof, the meaning of this Agreement in English shall prevail.

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 written agreement among the Parties.

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

(b) This Agreement may be terminated or rescinded and any term may be amended, varied

or waived without the consent of the persons referred to in sub-clause 10.11(a).

10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

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

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. 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 Reed Smith Richards Butler Secretariat at 17th Floor, One Island East, Taikoo Place, 18 Westlands Road, Quarry Bay, 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 Overall Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors 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
TenNor Therapeutics (Suzhou) Limited
丹諾醫藥(蘇州)股份有限公司

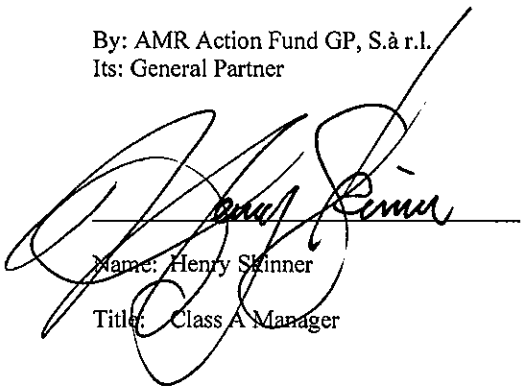
Name: Ma Zhenkun

Title: Executive Director

FOR AND ON BEHALF OF:

AMR ACTION FUND, SCSP

By: AMR Action Fund GP, S.à r.l.
Its: General Partner



Name: Henry Skinner

Title: Class A Manager

FOR AND ON BEHALF OF:

CITIC SECURITIES (HONG KONG) LIMITED

By:

Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

ABCI Capital Limited

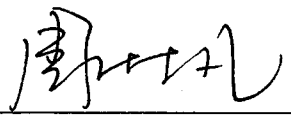
By:

Name: Bryan Bian
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:

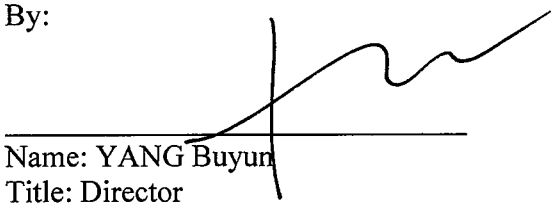


Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:



Name: YANG Buyun
Title: Director

SCHEDULE 1
INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,100,461 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus)(excluding the Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 50 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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation" 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 compliance with including without limitation (i) the relevant requirements under Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the 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, the paragraph 3.2 of Practice Note 18 to 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 formation:	Luxembourg
Certificate of formation number:	B249588
Business address and telephone number and contact person:	16, rue Eugène Ruppert L - 2453 Luxembourg David Hellmuth
Principal activities:	Mission driven venture capital fund with worldwide geographic focus.
General Partner and Limited Partner:	General Partner is AMR Action Fund GP, S.à r.l. None of the limited partners of AMR Action Fund, SCSp hold more than 20% in interest in the individual fund they are invested in.
Place of formation of General Partner:	Luxembourg
Certificate of incorporation number of General Partner:	B249486
Principal activities of General Partner:	Investment adviser
Description of the Investor for insertion in the Prospectus (subject to further comments from the Stock Exchange/SFC):	AMR Luxembourg is a special limited partnership formed and existing under the laws of the Grand Duchy of Luxembourg. AMR Luxembourg is a venture capital fund. The investment adviser of AMR Luxembourg is AMR Action Fund GP, LLC, which has significant experience investing in clinical stage biotechnology companies developing novel antibiotics. The managing general partner of AMR Luxembourg is AMR Action Fund GP, S.à r.l. which is a private limited liability company formed under the laws of Luxembourg. None of the limited partners of AMR Luxembourg individually holds more than 20% of the interests therein.
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 places:	Cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

May 11 **,2026**
2026年 5 **月** 11 **日**

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)

AND
及

HUA YUAN INTERNATIONAL LIMITED
(華圓管理咨詢(香港)有限公司)

AND
及

CITIC SECURITIES (HONG KONG) LIMITED
中信證券（香港）有限公司

AND
及

ABCI CAPITAL LIMITED
农银国际融资有限公司

AND
及

CLSA LIMITED
中信里昂證券有限公司

TABLE OF CONTENTS
目录

Clause 条款 **Page 页码**

1. DEFINITIONS AND INTERPRETATIONS 定义和解释 7

2. INVESTMENT 投资 16

3. CLOSING CONDITIONS 完成条件 18

4. CLOSING 完成 21

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制 24

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证 27

7. TERMINATION 终止 47

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性 48

9. NOTICES 通知 50

10. GENERAL 一般事项 52

11. GOVERNING LAW AND JURISDICTION 管辖法律及司法权区 56

12. IMMUNITY 豁免权 57

13. COUNTERPARTS 副本 57

SCHEDULE 1 附录1 63

INVESTOR SHARES 投资者股份 63

SCHEDULE 2 附录2 64

PARTICULARS OF INVESTOR 投资者详情 64

THIS AGREEMENT (this "**Agreement**") is made on May 11,2026,
本协议（下文简称「本协议」）乃于2026年 5 月 11 日订立，

BY AND AMONG:
订约方：

(1) **TENNOR THERAPEUTICS (SUZHOU) LIMITED**, a joint-stock liability company established under the laws of the PRC, whose registered office is at Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu), Pilot Free Trade Zone Suzhou, Jiangsu, PRC (the "**Company**");

丹诺医药(苏州)股份有限公司，一家在中国注册成立的股份有限公司，注册办事处位于中国江苏省自由贸易试验区苏州片区苏州工业园区星湖街 218 号生物纳米园 B7 楼 701 室（下文简称「**本公司**」）；

(2) **HUA YUAN INTERNATIONAL LIMITED**, a company incorporated in Hong Kong whose registered office is at Room 8647, 86th Floor, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the "**Investor**");

華圓管理咨詢(香港)有限公司，一家在香港注册成立的公司，注册办事处位于香港西九龙柯士甸道西 1 号国际贸易广场 86 楼 8647 室（下文简称「**投资者**」）；

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

中信證券（香港）有限公司，地址为香港金钟道88号太古广场一期18楼 （下文简称「**中信證券香港**」）；

(4) **ABCI CAPITAL LIMITED** of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI**", together with CITICS, the "**Joint Sponsors**" and each a "**Joint Sponsor**"); and

农银国际融资有限公司，地址为香港干诺中道50号中国农业银行大厦11楼（下文简称「**农银国际**」，与中信證券香港统称为"**联席保荐人**"及各自称为"**联席保荐人**"）；及

(5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with ABCI, the "**Overall Coordinators**" and each an "**Overall Coordinator**").

中信里昂證券有限公司，地址为香港金钟道88号太古广场一期18楼（下文简称「**中信里昂**」，与农银国际统称为"**整体协调人**"，及各自称为"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for the 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:
本公司已申请通过全球发售方式在联交所（定义见下文）上市其H 股股份（定义见下文）（下文简称「**全球发售**」），包括：

(i) a public offering by the Company for subscription of initially 828,100 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and
本公司初始在香港公开发售其828,100H股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及

(ii) a conditional placing of initially 7,452,450 H Shares (subject to reallocation and the Over-Allotment Option (as defined below)) offered by the Company (i) outside the United States to investors who are not U.S. Persons (as defined below) (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below); and (ii) in the United States to a limited number of institutional "accredited investors" (as defined in Rule 501(a) under the Securities Act) in reliance on the Rule 506 safe harbor or another available exemption from registration under the Securities Act (the "**International Offering**").
本公司根据（i）证券法项下S规例（定义见下文）在美国境外向并非美国人士（定义见下文）的投资者（包括向香港的专业和机构投资者配售）；及(ii) 根据证券法第506条规则的安全港或其他注册豁免于美国向有限数量的机构"认可投资者"（根据证券法第501(a)条规则的定义）有条件地初始配售7,452,450 H股股份（可予重新分配和视乎超额配售权（定义见下文）行使与否而定）(下文简称「**国际发售**」）。

(B) CITICS and ABCI are acting as the Joint Sponsors of the Global Offering, and CLSA and ABCI the Overall Coordinators of the Global Offering.
中信證券香港和农银国际担任全球发售的联席保荐人，及中信里昂和农银国际担任全球发售的整体协调人。

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

IT IS AGREED as follows:
各方兹达成以下协议：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:
在本协议中（包括其序文和附录），除文义另有所指外，以下词汇和表达应具有以下含义：

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

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
「**会财局**」指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
「**总投资额**」指发售价乘以投资者股份数量所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(g);
「**批准**」具有第6.2(g)条赋予的含义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人/紧密联系人**」应具有上市规则赋予的含义；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;
「**经纪费**」指根据费用规则（定义见上市规则）第7(1)段的规定按投资总额1%计算的经纪费；

"**business day**" means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

"**Closing**" means closing of the subscription by the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成及公司发行、配发、配售、分配及/或交付（视情况而定）投资者股份；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**公司条例**」指公司条例（香港法例第622章），经不时修订、补充或另行修改；

"**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;
「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第32章），经不时修订、补充或另行修改；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」应具有中国证监会备案规则赋予的含义；

"**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;
「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第623章），经不时修订、补充或另行修改；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

"**CSRC**" means the China Securities Regulatory Commission;
「**中国证监会**」指中国证券监督管理委员会；

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;
「**中国证监会备案规则**」指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及配套指引；

"**CSRC Filings**" 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;
「**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，就全球发售向中国证监会作出或将作出的任何形式的信函、文件、备案、信函、通讯、文件、回复、承诺及提交，包括其任何修订、补充及/或修改

"**C.F.R**" means the Code of Federal Regulations, as amended, supplemented or otherwise modified from time to time;
「**联邦规则汇编**」指联邦规则汇编，经不时修订、补充或另行修改；

"**Delayed Delivery Date**" means, subject to the underwriting agreements for the Hong

Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;
「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第4.3条通知投资者的较后日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:
「**处置**」包括，就任何相关股份而言，直接或间接：

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利，或对任何权益创设或同意创设任何负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(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
订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;
同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述

任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

"**Fees Rules**" has the meaning ascribed to such term in the Listing Rules;
「**费用规则**」应具有上市规则赋予的含义；

"**FINI**" has the meaning ascribed to such term in the Listing Rules;
「**FINI**」应具有上市规则赋予的含义；

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有序文(A)赋予的含义；

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including but not limited to the Stock Exchange, the SFC and the CSRC);
「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于联交所、香港证监会和中国证监会）；

"**Group**" means the Company and its subsidiaries;
「**本集团**」指本公司及其附属公司；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
「**港元**」指香港的法定货币；

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;
「**香港**」指中华人民共和国香港特别行政区；

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);
「**香港公开发售**」具有序文(A)赋予的含义；

"**H Shares**" means ordinary share(s) in the share capital of the Company with a par value of RMB1.00 each, which are to be listed on the Stock Exchange and subscribed and traded in Hong Kong dollars;
「**H股**」指公司股本中每股面值人民币1.00元的普通股股份，将于联交所上市及以港元认购和买卖；

"**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;
「**受弥偿方**」具有第6.5条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有序文(A)赋予的含义；

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;
「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

"**Investor-related Information**" has the meaning given to it in clause 6.2(i);
「**投资者相关信息**」具有第6.2(i)条赋予的含义；

"**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;
「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的H股股份，该等股份数目将根据附录1计算，由本公司及整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、办法以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、决定、意见、公告、通知、命令、判决、法令或裁决；

"**Lender**" has the meaning given to it in clause 5.6;
「**贷方**」具有第5.6条赋予的含义；

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;
「**征税**」指香港证监会的0.0027%交易征税（或于上市日收取的现行交易征税）、香港会计及财务汇报局的0.00015%交易征费（或于上市日收取的现行交易征费）以及联交所的0.00565%交易费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日**」指H股股份在联交所主板的初始上市日期；

"**Listing Guide**" means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;
「**上市指南**」指联交所发布的新上市申请人指南（经不时修订、补充或另行修改）；

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the Listing Guide, listing decisions, guidelines and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;
「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市指南、上市决定、指引及其他要求（经不时修订、补充或另行修改）；

"**Lock-up Period**" has the meaning given to it in clause 5.1;
「**禁售期**」具有第5.1条赋予的含义；

"**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;
「**发售价**」指H股股份将根据全球发售发售或出售的每股H股最终港元价格（不包括经纪费及征税）；

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;
「**超额配售权**」具有国际发售通函赋予的含义；

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;
「**各方**」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;
「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾；

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;
「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;
「**专业投资者**」具有证券及期货条例附录1第1部分赋予的含义；

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;
「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指适用于国际发售的初步发售通函及国际发售通函、本公司就香

港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

"QIBs" means qualified institutional buyers and has the meaning given to it under Rule 144A;
「**合资格机构买家**」指合资格机构买家并具有第144A条赋予的定义;

"**Regulation S**" means Regulation S under the Securities Act;
「**S规例**」指证券法项下的S规例；

"**Regulators**" has the meaning given to it in clause 6.2(i);
「**监管机构**」具有第6.2(i)条赋予的含义；

"**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);
「**相关股份**」指投资者或按照第 2.2 条投资者的全资子公司（如有）根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

"**RMB**" means Renminbi, the lawful currency of the PRC;
「**人民币**」指人民币，中国法定货币；

"**Rule 144A**" means Rule 144A under the Securities Act;
「**第144A条**」指证券法第144A条；

"**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;
「**证券法**」指美国1933年证券法（经不时修订、补充或另行修改）及据此颁布的规则及规例；

"**SFC**" means The Securities and Futures Commission of Hong Kong;
「**香港证监会**」指香港证券及期货事务监察委员会；

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**证券及期货条例**」指证券及期货条例（香港法例第571章），经不时修订、补充或另行修改；

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;
「**联交所**」指香港联合交易所有限公司；

"**subsidiary**" has the meaning given to it in the Companies Ordinance;
「**附属公司**」具有公司条例赋予的含义；

"**Underwriter**" means an underwriter of the Global Offering;
「**承销商**」指全球发售的承销商；

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

"**U.S. Investment Company Act**" means the United States Investment Company Act of 1940, as amended, supplemented or otherwise modified from time to time;
「**美国投资公司法**」指1940年美国投资公司法，经不时修订、补充或另行修改；

"US$" or "US dollar" means the lawful currency of the United States; and
「美元」指美国的法定货币；及

"**U.S. Person**" has the meaning given to it in Rule 902(k) of Regulation S.
「**美国人士**」具有S规例第902(k)条所规定的含义。

1.2 In this Agreement, unless the context otherwise requires:
在本协议中，除非文意另有要求，否则：

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

对**条款**、**子条款**或**附录**的提述应指本协议的条款、子条款或附录；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或其他文书的提述应包含其变更或替换版本；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
对法例、法例条文、法规或规则的提述应包括：

(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;

对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) to any subordinate legislation made under it;
对根据该等法例或法例条文制定的任何附属立法的提述；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(i) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
对「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:
待下文第3条所载的条件满足（或经各方共同豁免，惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载的条件不得豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor

Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
作为国际发售的一部分，投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等联属人士（作为国际发售相关部分的国际承销商的国际代表）执行上述操作；及

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.
投资者将根据第4.2条就投资者股份支付投资总额及相关经纪费及征税。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors 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 (A) a QIB or (B) (i) not a U.S. Person and is not acquiring the Investor Shares for the account or benefit of 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:
投资者可通过在不晚于上市日前三（3）个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：其为专业投资者及为(A)合资格机构买家；或(B)(i)并非美国人士并且不是代表或为了美国人士而收获得投资者股份；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购获得投资者股份，惟：

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同同意、陈述、保证、承诺、承认及确认约束，投资者在本协议中作出的相同同意、陈述、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.
投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第6.5条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Joint Sponsors 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 Overall Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term "Investor" shall be construed in this Agreement to include such wholly-owned subsidiary.
投资者在本第2.2条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 The Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
整体协调人可根据第4.3条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附录1最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. CLOSING CONDITIONS 完成条件

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:
投资者根据本协议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）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载的条件不可豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither

of the aforesaid underwriting agreements having been terminated;
香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（代表其自身及全球发售的承销商）已议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals (including those in connection with the subscription by the Investor of the Investor Shares)) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
联交所上市委员会已批准H股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可（包括与投资者认购投资者股份有关的豁免及许可），且该等许可或豁免并未于H股股份在联交所交易前撤销；

(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;
中国证监会已接受中国证监会备案并在其网站公布有关中国证监会备案的备案结果，且该接受通知及/或已公布的备案结果在H股开始在联交所买卖前未被拒绝、撤回、撤销或失效；

(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
任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.
本协议项下的投资者同意、陈述、保证、承诺、确认及承认在本协议之日及将在上市日及延迟交割日（如适用）所有方面均准确、真实及不具误导性或欺诈性，投资者并无违反本协议的行为。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to subscribe for, and the obligations

of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Sponsors and/or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives 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.

若第3.1条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载的条件不得豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及本协议将终止及不再生效，而本公司、联席保荐人、整体协调人或彼等各自的任何联属人士、董事、监事（如适用）、高级职员、雇员或代理的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第3.2条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

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

投资者承认，无法保证全球发售将完成、或将不会延迟完成或终止、或发售价会在公开文件中所述的预期价格区间内，若全球发售延迟完成或终止，因任何原因不再进行或未能于所述的日期及时间完成或根本无法完成或发售价不在公开文件中所述的预期价格区间内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售延迟完成或终止，因任何原因不再进行或未能在规定的日期及时间完成或根本无法完成或发售价不在公开文件中所述的预期价格区间内的理由，提起针对本公司、整体协调人及/或联席保荐人或其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员或代表的任何申索或诉讼的权利（若有）。

4. CLOSING 完成

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering , or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其各自的联属人士）（以其作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

In the event that (a)the requirement pursuant to Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, (b) the minimum requirements under the Listing Rules including without limitation 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 (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the aforesaid requirements under the Listing Rules.
如果不能满足(a)上市规则第8.08(3)条规定的于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%的要求，(b)上市规则规定的最低要求，包括但不限于上市规则第19A.13A条规定的公众持股量规定或联交所的其他豁免；(c)上市规则第19A.13C条规定的自由流通量的规定；或(d)上市规则第18项应用指引第3.2段，则整体协调人和公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足前述上市规则的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date in Hong Kong dollars , notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
不论投资者股份的交付时间和方式，投资者应于上市日前之一(1)个工作天下午5时三十分（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经

纪费及征税， 尽管在适用的情况下，投资者股份的交付可能在延迟交付日进行。

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing). Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investors Shares as specified in clause 4.2.
若整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日（或投资者和整体协调人书面同意的其他更晚日期）。整体协调人的该决定将具有决定性，对投资者具有约束力。倘投资者股份将于延迟交割日交付投资者，投资者仍需根据第4.2条的规定为投资者股份的总投资额付款。

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
待投资者股份的付款根据第4.2条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第4.3条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者书面通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 Without prejudice to clauses 4.3 and 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing), and the payment of the Investor Shares shall not be later than 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
在无损第4.3和4.4条规定的前提下，投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行，惟投资者股份的交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日（或投资者和整体协调人书面同意的其他更晚日期），而不论投资者股份的交付时间和方式，投资者股份的支付不得迟于上市日期前一(1)个工作日下午5时30分（香港时间）。

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 Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第6.5条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Overall Coordinators and the Joint Sponsors shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, Monkeypox virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, 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, labor dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
本公司、整体协调人、联席保荐人及彼等各自的联属人士、子公司、高级职员、董事、监事（如适用）、雇员、职员、合伙人、代理人、顾问和代表因超出本公司、整体协调人、联席保荐人及彼等各自的联属人士（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围

的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且本公司、整体协调人及联席保荐人各自应有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制

5.1 Subject to clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to clause 5.2) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces any 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; or (iv) agree or contract to, or publicly announce 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.
在不抵触第5.2条的前提下，投资者（代表其自身以及其全资附属公司，其中投资者股份根据第5.2条由该全资附属公司持有）为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日期起六(6)个月期间（包含上市日期和自上市日期起算六(6)个月当日，下文简称「禁售期」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并促使其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收任何上述证券权利的任何证券，或同意、订立协议或公开宣布订立此类交易的意向）；(ii)允许其自身出现最终实益所有人级别的控制权变更 (定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易；或(iv)同意、订立或公开宣布任何意图，进行上述(i)、(ii)和(iii)中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor during the Lock-up Period, provided that, in all cases:
第5.1条的任何规定均不得阻止投资者将全部或部分相关股份于禁售期内转让予投资者的任何全资附属公司，惟在所有情况下：

(a) no less than five (5) business days' prior written notice of such transfer is

provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号和商业登记号）、其与投资者的关系以及该附属公司的业务及该证明，该证明可按本公司、联席保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including 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;
在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第5条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, agreements, undertakings, representations and warranties as provided in clause 6;
该全资附属公司应视为已作出下文第6条规定的同意、陈述、保证、协议、承诺、确认及承认；

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及连带地承担本协议施加的所有责任及义务；

(e) 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 Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, agreements, undertakings, representations and warranties hereunder, as if such

wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意及投资者承诺促使该全资附属公司受本协议项下的投资者义务约束（包括本第5条对投资者施加的限制），并作出相同的认可、确认、协议、承诺、陈述及保证，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及连带地承担本协议施加的所有责任及义务；及

(f) such wholly-owned subsidiary is (A) a QIB or (B) (i) not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.
该全资附属公司(A)属合资格机构买家；或(B)(i)并非美国人士并且不是代表或为了美国人士而认购相关股份；(ii)位于美国境外；及(iii)将依赖S规例通过离岸交易获得相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, 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 the Investor would not become a core connected person of the Company.
投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于本公司任何时候的已发行股本总额的10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士。

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 Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其的控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过建档流程申请或订购H股股份（投资者股份除外）或在香港公开发售中申请H股股份。

5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators as updated or amended from time to time) with the Company, the controlling shareholder(s) or single largest shareholder(s) (as the case may be) of the Company, any other member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents has entered or will enter into such arrangements or agreements.
投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理或代表不得与本公司、本公司的控股股东或单一最大股东（视情况而定）、本集团的其他任何成员或彼等各自的联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代表或代理（直接或间接）接受或签订任何违反或抵触上市规则（包括经不时更新或修订的上市规则附录F1、联交所新上市申请人指南第4.15章或香港监管机构发布的任何其他书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认并承诺其联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代表或代理目前没有且将来不会订立此类安排或协议。

5.6 The Investor may obtain external financing from The Hongkong and Shanghai Banking Corporation Limited (the "**Lender**") to finance its subscription of the Investor Shares. The Investor represents that the loan, if obtained, will be on normal commercial terms after arm's length negotiations. The Investor further undertakes to give a prompt notice to the Joint Sponsors and the Overall Coordinators in writing, before the financing arrangement is executed, about such financing arrangement with details to be included in the Prospectus.
投资者可从香港上海滙豐銀行有限公司(下文简称「**贷方**」获得外部融资，为其认购投资者股份提供资金。投资者声明，该贷款（若获得）乃于进行公平谈判后基于正常商业条款获得。投资者进一步承诺，在签署融资安排之前，将尽快以书面形式通知联席保荐人有关该等融资安排的信息（相关详情将纳入招股章程）。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Joint Sponsors that:
投资者向本公司、整体协调人及联席保荐人各自陈述、承诺、保证、承认、同意及确认：

(a) each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event

that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents; The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、整体协调人、联席保荐人及彼等各自的联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；投资者特此放弃有关全球发售因任何原因延迟或未能于预定日期及时间完成或根本未能完成，或发售价不在公开文件所载的指示性范围内为由，向本公司、整体协调人、联席保荐人及其各自的联营公司提起任何索赔或诉讼的任何权利（如有）；

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, and all such information provided by the Investor to the Regulators, the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives is true, complete and accurate in all respects and is not misleading;
本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及作为展示文件的重要合约；且向监管机构、公司、整体协调人、联席保荐人及彼等各自的联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表提供的所有由投资者提供的此类信息在各方面均真实、完整、准确且不具有误导性；

(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, CSRC 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;
将向公司、联交所、香港证监会、中国证监会及其他监管机构（如需）提供根据上市规则要求需要提交给联交所或在FINI上提交的与投资者有关的信息，并将被纳入合并的承配人名单中，该名单将在

FINI上向整体协调人披露；

(d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Joint Sponsors may submit information about its subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement 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;
投资者确认并同意，本公司、整体协调人及联席保荐人可向政府机构（包括但不限于联交所、证监会及中国证监会）提交有关其根据本协议认购H股或以其他方式参与配售的资料；且投资者确认并承诺披露及提供通过互换协议或其提供或管理的其他金融或投资产品以投资H股的其他直接或间接投资者的一切必要资料（包括但不限于身份及认购金额）；

(e) the Offer Price is to be determined solely and exclusively pursuant to the relevant underwriting agreements and price determination agreement and the Investor shall not have any right to raise any objection thereto;
发售价将仅根据相关承销协议和定价协议协商厘定，投资者无权提出任何异议；

(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;
投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；

(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;
投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；

(h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide (as update and amended from time to time), the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份的数目可能受根据上市规则第18项应用指引及经不时更新或修订的联交所新上市申请人指南第4.14章、上市规则附录F1所载的配售指引在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(i) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the relevant

minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules; or (iii) the free float requirements under Rule 19A.13C of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）上市规则第8.08(3)条，该条款规定于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；（ii）上市规则项下的相关最低要求，包括但不限于上市规则》第19A.13A条规定的公众持股量要求；或（iii）上市规则第19A.13C条关于自由流通量的规定、上市规则第18项应用指引第3.2段，及上市规则附录F1所载的配售指引；

(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 Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(k) it understands and agrees that none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (if 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;
其理解并同意本公司、联席保荐人、整体协调人、其各自的任何联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级职员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不会对因收购或买卖投资者股份而产生的任何税务、法律、货币、经济或其他后果承担任何责任；

(l) it understands and agrees that 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;
其理解并同意，投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了人士的原因或利益，除非该司法管辖区适用法律允许；

(m) it understands and agrees that transfer of the Investor Shares may only be made

(A) inside the United States to the QIBs in accordance with Rule 144A or another available exemption thereunder; or (B) outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其理解并同意，投资者股份的转让仅可 (A) 根据第 144A 条或该规则项下的其他可用豁免，在美国境内转让给合资格机构买家；或 (B) 根据 S 规则，在美国境外以"离岸交易"（定义见 S 规则）的方式转让，且在每种情况下，均须遵守美国任何州和任何其他司法管辖区的任何适用证券法，代表投资者股份的任何股票证书均应带有大致符合此种效果的说明；

(n) it understands that none of the Company, the Overall Coordinators the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 and Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人或联席保荐人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均未作出就第144条、第144A条或关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除第5.2条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(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 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(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;
其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、高级职员、雇员、顾问及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any

Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何H股股份或其他证券的要约或邀约；及

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, 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);
招股章程草案、初步发售通函草案或任何其他已向投资者，及/或其代表，提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

(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;
本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(s) 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) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the H Shares;
投资者、其任何联属人士或任何作为其代表的人士均未参与或将不会参与任何有关 H 股的直接出售（定义见 S 规则）或一般劝诱或公众广告（按照证券法下D条例定义）或以任何涉及H股的公开发行（按照证券法第 4(2) 条定义）；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必

需及适宜的其他相关事项的问题并获得本公司、整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(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, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its 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;
在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息（无论由本公司、联席保荐人、总协调人或其各自的董事、监事、高级职员、雇员、顾问、代理人、代表、联营公司、子公司、合作伙伴及关联公司或其他方准备），本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(v) none of the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (if 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 (if 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;
整体协调人、联席保荐人、全球发售的其他承销商及彼等各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或本集团成员公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或本集团成员公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(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;
投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(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 Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或其他承销商获得或开展的

关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、合伙人或代表或参与全球发售的任何其他方均无需对于投资者认购或收购投资者股份或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；

(y) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors , the underwriters of the Global Offering or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents, partners or representatives or any other party involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
其理解，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、全球发售的承销商及彼等各自的附属公司、联系人、联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、合伙人或代表或参与全球发售的任何其他方并未作出关于投资者股份将存在公开或畅旺市场的保证；

(z) 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;
未遵守本协议限制进行的就相关股份的发售、出售、质押或其他转让将不获本公司认可；

(aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
若全球发售因任何原因被延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；

(bb) 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;
本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的H股股份数目；(ii)将分别根据香港公开发售及国际发售发行的H股股份数目的绝对酌情权；及（iii）经联交所批准并符合适用法律的规定，对本次发行的H股股份、发售价范围及最终发售价进行其他调整或重新分配；

(cc) 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 by the Investor;
除本协议及投资者订立的保密协议(如有)外，投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售有关的其他协议；

(dd) the Investor agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date or such other date as agreed in accordance with clause 4.5;
投资者已同意，投资总额及相关经纪费及征税的付款应于上市日前一个工作天的下午5时30分（香港时间）支付或根据第4.5条约定的其它日期；

(ee) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;
任何交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何有资格的证券交易所的任何其他适用法律对H股股份交易的限制；

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:
投资者向本公司、整体协调人及联席保荐人各自进一步确认、陈述、保证及承诺：

(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;
其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；

(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 such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其合资格收取及使用本协议项下的资料（包括但不限于本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于该投资者的法律或需要取得该投资者所在司法管辖区的任何注册或许可；

(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;
其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(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 and thus its performance of its obligation under this Agreement is not subject to any

consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）且因此，除第3.1条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；

(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;
本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(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;
其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) (i) 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; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
(i) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且批准不会无效、被撤销、撤回或废止；(ii) 该等批准并无任何尚未满足或履行的先决条件及(iii) 截至本协议签订之日，此类批准尚未被撤回，投资者也不知悉可能导致批准无效、撤销、撤回或作废的任何事实或情况。投资者进一步同意并承诺如果任何该等批准不再具有完全的效力或因任何原因被宣告无效、被撤销、撤回或废止将及时书面通知公司、联席保荐人和整体协调人；

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor; (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; (iii) any agreement or other instrument binding upon the Investor; or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure the information to be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, partners, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在监管机构（如下文定义）规定的时间内，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管机构或机关或证券交易所（下文统称「**监管机构**」）提供并同意向该等监管机构披露适用法律要求的或任何该等监管机构不时要求的信息（包括但不限于(i) 投资者及其最终实益拥有人（若有）及/或最终负责发出投资者股份有关认购指示的人士的身份信息（包括但不限于其各自的名称、设立地）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、投资总额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于直

接及间接认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系）（下文统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人及其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级职员、合伙人、雇员、顾问和代理根据上市规则或适用法律的要求或任何相关监管机构的要求向该等监管机构及/或在任何公开文件或其他公告或文件披露任何投资者相关的信息；

(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;
投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；

(k) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the capital market intermediaries or the underwriters in connection with the Global Offering and transactions contemplated thereunder;
其为专业投资者，签署本协议即表示，就本协议项下交易及全球发售而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(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 (if applicable) or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事、监事（如适用）或高级职员；

(m) (i) if it is subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person;
(i)如果认购投资者股份发生在美国，他们其中的一方为合格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法S规例中定义的"境外交易"实施且其目前及将来不是美国人士并且不是代表或为了美国人士而认购相关股份；

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act ;

投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company or any of its affiliates; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction under Chapter 14A of the Listing Rules or 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s) or single largest shareholder(s)(as the case may be), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them (save for being a close associate of an existing shareholder of the Company as disclosed in the Prospectus), and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) 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; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者及其实益拥有人及/或联系人，及投资者为其购买投资者股份的人士（如有）及/或其关联方；(i)为独立于本公司或其联属人士的第三方；(ii)并非本公司的关连人士（根据上市规则规定）或联系人，且投资者认购投资者股份不会构成上市规则第14A章项下关连交易或导致投资者及其实益拥有人成为本公司的关连人士（根据上市规则规定）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)有财务能力履行本协议项下的所有义务；(iv)并未直接或间接接受(a)本公司任何核心关连人士或(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）、最高行政人员、控股股东或单一最大股东（视乎情况而定）、主要股东或现有股东，或任何前述人士的紧密联系人(除了于招股章程中披露是公司现有股东的紧密联系人)的融资、出资或支持，并不惯于接受任何该等人士就本公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；(v)与公司或其任何股东不存在关联关系（除非向公司、联席保荐人、整体协调人另行书面披露）；及(vi)不属于上市规则附录F1（股本证券的配售指引）第5段所述任何类别的人士；

(p) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its

associates, is not (i) a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, or (ii) unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing or as disclosed in the Prospectus , "close associate" of any existing shareholder of the Company. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者、其实益拥有人及/或联系人，及投资者为其购买投资者股份的人士（如有）及/或其关联方并非(i)全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」，并且不属于上市规则附录F1（股本证券的配售指引）所述的任何人士类别，或 (ii) 公司任何现有股东的"紧密联系人"（除非向公司、联席保荐人、整体协调人另行书面披露或于招股章程中披露外）。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(q) 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 place categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
除先前书面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承配人名单模板所载的或根据FINI系统界面或上市规则要求披露的任何承配人类别（"基石投资者"除外）；(b) 任何根据上市规则（包括上市规则第12.08A条）须在本公司的分配结果公告中注明的承配人类别；

(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;
投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前12个月内担任董事职位）、监事或现有股东或前述人士的代名人；

(t) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the

distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
投资者并未亦不会与任何「分销商」（定义见S规例）订立任何与H股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and the Investor will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
认购投资者股份将遵循上市规则附录F1（权益证券的配售指引）、经不时更新和修订的联交所新上市申请人指南第4.15章的规定以及香港证监会发出的指引（不时更新或修订），而投资者将避免采取任何会导致公司、联席保荐人及／或整体协调人违反该等条文的行动；

(v) unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing or as disclosed in the Prospectus, none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any member of the Group, any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering; unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing or as disclosed in the Prospectus, the Investor and each of its associates, if any, are independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
除非向公司、联席保荐人、整体协调人另行书面披露或于招股章程中披露外，投资者、其实益拥有人及/或彼等各自的联系人均未以本集团任何成员公司、本公司任何关连人士、任何整体协调人、任何联席保荐人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；除非向公司、联席保荐人、整体协调人另行书面披露或于招股章程中披露外，投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(w) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or will be entered into or made between the Investor or its affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees or agents , partners, advisors or representatives on the one hand and the Company or its controlling shareholders or single largest shareholders (as the case may be), any member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents on the other hand;
投资者或其联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、代理人、合伙人顾问及代表与本公司或其控股股东或单一最大股东(视乎情况而定)、本集团任何成员公司或其各自的联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、代理人、合伙人、顾问或代表之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市规则附录F1、上市指南第4.15章或其他香港监管机构刊发

的书面指引）的附函；

(x) none of the Investor or any of its associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide;
除根据本协议及/或上市指南第4.15章外，投资者或其任何联系人均未通过账簿管理程序申请或订购全球发售的任何H股股份；

(y) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及

(z) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
除先前书面向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及／或联系人尚未订立且不会订立任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates and any information provided or to be provided by it under or in connection with this Agreement is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name 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 Overall Coordinators and/or the Joint Sponsors , or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of the Regulators or the relevant Governmental Authority including 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 it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者向本公司、整体协调人及联席保荐人声明及保证，附录2所载的与其及其集团成员公司有关的描述及向监管机构和/或公司、联席保荐人、整体协调人及其各自联属人士提供的和/或应其要求提供的所有投资者相关信息以及其根据本协议或与本协议有关而提供或将提供的任何信息在所有方面属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录2所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或提交给任何相关监管机构的其他文件，在每种情况下，投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性或欺骗性，并同意如果其中任何保证、承诺、声明或确认不再准确和完整或在任何方面变得具误导性，应立即以书面形式通知公司、整体协调人和联席保荐人。

6.4 The Investor understands that the warranties, undertakings, representations, acknowledgements, agreements and confirmations in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering, and their respective subsidiaries, associates, directors, supervisors (if applicable), officers, employees, partners, representatives, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, acknowledgements, agreements and confirmations set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations, acknowledgements, agreements or confirmations therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
投资者理解，载于第6.1条和第6.2条的保证、承诺、陈述、承认、同意和确认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、其他全球发售的承销商、彼等各自的附属公司、联系人、董事、监事（如适用）、高级职员、雇员、合伙人、代表、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if 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 the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary or their respective officers, directors, supervisors (if 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. This clause 6.5 shall survive the termination of this Agreement in all circumstances.
投资者同意及承诺，对于本公司、整体协调人、联席保荐人及其他全球发售的承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资子公司（如任何相关股份由该全资子公司持有）或其/彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。本第6.5条在任何情况下均应在本协议终止后继续有效。

6.6 Each of the acknowledgements, confirmations, agreements, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, the Closing and, if applicable, the Delayed Delivery Date.
投资者根据第6.1、6.2、6.3、6.4及6.5条作出的同意、确认、协议、陈述、保证及承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日、完成及延迟交割日（如适用）再次作出。

6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其已根据其成立地法律注册成立并有效存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动，本协议一经签署即构成其合法、有效且具有约束力的义务；

(c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights

and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
待妥为付款后，在不抵触第5.1条规定的禁售期的前提下，投资者股份在根据第4.4条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的H股股份同等的权益；

(d) none of the Company and its controlling shareholder(s) or single largest shareholder(s)(as the case may be), any member of the Group and their respective affiliates, directors, supervisors (if 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, supervisors (if applicable), officers, employees or agents; and
本公司及其控股股东或单一最大股东（视乎情况而定）、本集团的任何成员及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括经不时更新和修订的联交所新上市申请人指南第4.15章）的协议或安排（包括任何单边保证函）；及

(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 (if 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.
除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 Each of the representations, warranties and undertakings given by the Company under clause 6.7 shall be construed as a separate representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
本公司根据第6.7条作出的每项陈述、保证及承诺均应解释为单独的陈述、保证或承诺，并应被视为在上市日和延迟交割日（如适用）再次作出。

6.9 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买H股股份的投资者相同的权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2, 4.6 or 4.7;
根据第3.2、4.6或4.7条终止；

(b) solely by the Company, or by each of the Overall Coordinators and the Joint

Sponsors in each of their respective sole discretion, in the event that there is a breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
若投资者（或投资者的全资附属公司，如果投资者股份根据第5.2条被转让）在国际发售完成日期或之前或延迟交割日（若适用）或之前违反本协议（包括违反投资者在本协议项下作出的陈述、保证、承诺及确认），本公司、整体协调人或联席保荐人可行使其各自的绝对酌情权单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) with the written consent of all the Parties.
经本协议所有各方书面同意终止。

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5, 8.1, 10, 11, 12 and 13 of this Agreement and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.
若本协议根据第7.1条终止，各方均无义务继续履行其在本协议下的义务（惟下文第8.1条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第11条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。不论前述约定为何，本协议第6.5、8.1、10、11、12及13条以及投资者作出的弥偿在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (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 Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议及投资者订立的保密协议(如有)另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布或代表本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的营销及路演材料及其他公告；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if 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 (if 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 (if applicable), officers and relevant employees, representatives and agents of the Party; and
由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

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 Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors and their respective counsels.
本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性及欺诈性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见和验证文件。

8.4 The Investor undertakes to promptly provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺，将及时就第8.1条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）、其与本公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9. NOTICES 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

If to the Company, to:
若发送至本公司，则发送至：

Address:	Unit 701, Block B7 BioBay 218 Xinghu Street Suzhou Industrial Park Suzhou Area of China (Jiangsu) Pilot Free Trade Zone Suzhou Jiangsu, PRC
地址：	中国江苏省 自由贸易试验区苏州片区 苏州工业园区

	星湖街218号 生物纳米园 B7楼701室
Email:	emily.chen@tennorx.com
电邮：	emily.chen@tennorx.com
Facsimile:	(86) 0512-86861990
传真：	(86) 0512-86861990
Attention:	Ms. Chen Rongping
收件人：	陈荣平女士

If to the Investor, to:
若发送至投资者，则发送至：

Address:	Floor 3, Building 19 Dongsha Lake Equity Investment Centre 183 Su Hong East Road Suzhou Industrial Park P.R. China
地址：	中国江苏省 苏州工业园区苏虹东路183号 东沙湖股权投资中心 19幢3楼
Email:	guohl@oriza.com
电邮：	guohl@oriza.com
Facsimile:	86-512-6696-9998
传真：	86-512-6696-9998
Attention:	Mr. Guo Hanlong
收件人：	郭瀚隆先生

If to CITICS, to:
若发送至中信證券香港，则发送至：

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
地址：	香港金钟道88号 太古广场一期18楼
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
电邮：	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

If to ABCI, to:
若发送至农银国际，则发送至：

Address:	11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong
地址：	香港干诺中道50号 中国农业银行大厦11楼
Email:	project.everest@abci.com.hk

电邮：	project.everest@abci.com.hk
Facsimile:	+852 2861 0061
传真：	+852 2861 0061
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

If to CLSA, to:
若发送至中信里昂，则发送至：

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
地址：	香港金钟道88号 太古广场一期18楼
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
电邮：	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or 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, and 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 within 24 hours after the sending the email), 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.
根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人在发送后24小时内收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄48小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10. GENERAL 一般事项

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东

或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
本协议约定的各联席保荐人和整体协调人的义务是个别承担的（而非共同或共同和连带的）。任何联席保荐人或整体协调人均不对任何其他联席保荐人或整体协调人未能履行其在本协议项下的相应义务承担责任，并且该等不履行行为不应影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述约定，在适用法律允许的范围内，各联席保荐人和整体协调人均有权单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares, the Offer Price and the Aggregate Investment Amount, together with the related Brokerage and Levies which are required to be paid by the Investor pursuant to Clause 4.2 of this Agreement for the purposes of this Agreement.
除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目、发售价及投资者根据本协议第4.2条要求支付的投资总额及相关经纪费及征税诚信地作出的计算及厘定应为最终及具约束力的决定。

10.4 The Investor the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alternation to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。

10.6 This Agreement is delivered in the English language. If a Chinese translation of this Agreement is delivered, it is for information purposes only and does not constitute the definitive and legally binding agreement. For the avoidance of doubt, if there is any discrepancy, inconsistency or ambiguity between this Agreement and the translation thereof, the meaning of this Agreement in English shall prevail.
本协议以英文发出。如发出本协议的中文译本，仅作参考用途，并不构成明确和具法律约束力的协议。为免生疑，如本协议与本协议的译本出现任何歧异、不一致或意思含糊，本协议的意义须以英文文本为准。

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty (if any) arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税 (如有)应由相关转让人/卖家及相关受让人/买家均摊。

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by written agreement among the Parties.
时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

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.
尽管可根据第4条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第10.11条另有规定的范围内，并非本协议一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，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可强制执行及依赖第6.5条，犹如其为本协议一方。

(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).
本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第10.11(a)分条所述人士同意。

10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions

in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors 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.
整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让

人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11. GOVERNING LAW AND JURISDICTION 管辖法律及司法权区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.
因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索应由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临

时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12. IMMUNITY 豁免权

To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.
倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13. COUNTERPARTS 副本

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.
本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

FOR AND ON BEHALF OF:
为及代表

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)

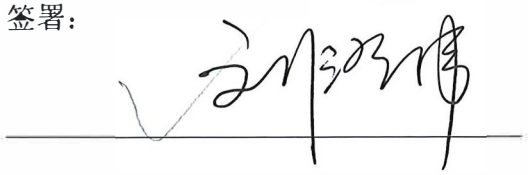
By:
签署：

Name: Ma Zhenkun
姓名:马振坤

Title: Executive Director
职衔：执行董事

FOR AND ON BEHALF OF:
为及代表

HUA YUAN INTERNATIONAL LIMITED
By:
签署：



Name: Liu Chengwei
姓名：刘澄伟

Title: Chairman of the Board
职衔：董事长

FOR AND ON BEHALF OF:

CITIC SECURITIES (HONG KONG) LIMITED

By:

Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

ABCI Capital Limited

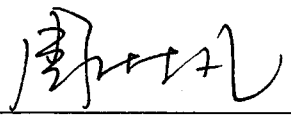
By:

Name: Bryan Bian
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:

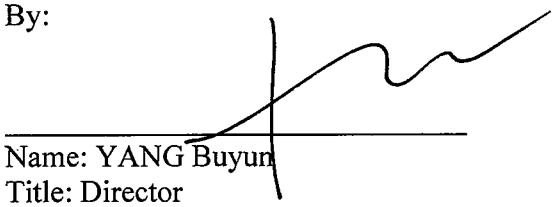


Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:



Name: YANG Buyun
Title: Director

SCHEDULE 1 附录1
INVESTOR SHARES 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 6,000,000 (calculated using the 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 50 H Shares.
投资者股份数目应等于(1) 6,000,000美元的等值港元（按招股書中引用的美元匯率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位50H股股份）。

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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation" 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 compliance with including without limitation (i) the relevant requirements under Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the 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, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules .
根据上市规则第18项应用指引第4.2段、联交所新上市申请人指南第4.14章（经不时更新或修改）及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的H股股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。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遵守上市规则下的相关规定，包括但不限于(i) 上市规则第8.08(3)条规定的于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%的要求，或（ii）上市规则上市规则规定的最低要求，包括但不限于上市规则第19A.13A条规定的公众持股量规定、上市规则第19A.13C条规定的自由流通量的规定、上市规则第18项应用指引第3.2段及上市规则附录F1所载的配售指引。

SCHEDULE 2 附录2
PARTICULARS OF INVESTOR 投资者详情

The Investor
投资者

Place of incorporation: 注册成立地点：	香港
Certificate of incorporation number: 公司注册证书编号：	1076666
Business registration number: 商业登记号码:	37194614-000-09-25-5
LEI number: LEI 号码：	不适用
Business address and telephone number and contact person: 商业地址及联系电话和联系人：	中国江苏省 苏州工业园区苏虹东路183号 东沙湖股权投资中心 19幢3楼郭瀚隆
Principal activities: 主要活动：	投资控股平台
Ultimate controlling shareholder: 最终控股股东：	苏州工业园区经济发展有限公司
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	中国
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码和LEI 号码:	91320594134794993K
Principal activities of ultimate controlling shareholder: 最终控股股东的主要活动：	实业投资，科技开发，销售数码产品，物资仓储。（依法须经批准的项目，经相关部门批准后方可开展经营活动）
Shareholder and interests held: 股东及持有的权益：	中新苏州工业园区创业投资有限公司100%
Description of the Investor for insertion in the Prospectus: 待插入招股章程的投资者描述：	Hua Yuan is a company incorporated in Hong Kong, which is directly and wholly owned by Zhongxin Suzhou Industrial Park Venture Capital Co., Ltd. (中新蘇州工業園區創業投資有限公司) ("**Zhongxin VC**") and Suzhou Industrial Park Origin

Ventures Co., Ltd. (蘇州工業園區原點創業投資有限公司), one of our existing Shareholders, is also directly and wholly owned by Zhongxin VC. Zhongxin VC is an investment services flagship which is directly and wholly owned by Suzhou Oriza Holdings Corporation (蘇州元禾控股股份有限公司) ("**Oriza Holdings**"). Oriza Holdings primary investment focus is on early-stage and growth-stage enterprises and has previously invested in healthcare companies such as Innovent Biologics, Inc. (stock code: 1801.HK), JW (Cayman) Therapeutics (stock code: 2126.HK), Ascentage Pharma (stock code: 6855.HK) and Duality Biotherapeutics (stock code: 9606.HK). Oriza Holdings is owned as to 59.98% by Suzhou Industrial Park Economic Development Co., Ltd. (蘇州工業園區經濟發展有限公司), 20.00% by Suzhou Industrial Park State-owned Capital Investment and Operation Holding Co., Ltd. (蘇州工業園區國有資本投資運營控股有限公司) and 20.02% by Jiangsu Guoxin Investment Group Limited (江蘇省國信集團有限公司). Suzhou Industrial Park Economic Development Co., Ltd. is owned as to 90% by Suzhou Industrial Park Administrative Committee (蘇州工業園區管理委員會) established by established by Suzhou Municipal Peoples Government (蘇州市人民政府).

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 places: 相关投资者类别（联交所FINI的承配人名单模板中要求包含的或FINI 界面要求披露的）：	Cornerstone investor 基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

May 11 **,2026**
2026年 5 **月** 11 **日**

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)

AND
及

ORIENT ASSET MANAGEMENT (HONG KONG) LIMITED
(东方资产管理(香港)有限公司)

AND
及

CITIC SECURITIES (HONG KONG) LIMITED
中信證券（香港）有限公司

AND
及

ABCI CAPITAL LIMITED
农银国际融资有限公司

AND
及

CLSA LIMITED
中信里昂證券有限公司

TABLE OF CONTENTS
目录

Clause 条款 **Page 页码**

1. DEFINITIONS AND INTERPRETATIONS 定义和解释 2

2. INVESTMENT 投资 11

3. CLOSING CONDITIONS 完成条件 13

4. CLOSING 完成 15

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制 19

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证 22

7. TERMINATION 终止 42

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性 43

9. NOTICES 通知 45

10. GENERAL 一般事项 47

11. GOVERNING LAW AND JURISDICTION 管辖法律及司法权区 51

12. IMMUNITY 豁免权 52

13. COUNTERPARTS 副本 52

SCHEDULE 1 附录1 58

INVESTOR SHARES 投资者股份 58

SCHEDULE 2 附录2 59

PARTICULARS OF INVESTOR 投资者详情 59

THIS AGREEMENT (this "**Agreement**") is made on May 11, 2026
本协议（下文简称「本协议」）乃于2026年 5月11 日订立，

BY AND AMONG:
订约方：

(1) **TENNOR THERAPEUTICS (SUZHOU) LIMITED**, a joint-stock liability company established under the laws of the PRC, whose registered office is at Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu), Pilot Free Trade Zone Suzhou, Jiangsu, PRC (the "**Company**");

丹诺医药(苏州)股份有限公司，一家在中国注册成立的股份有限公司，注册办事处位于中国江苏省自由贸易试验区苏州片区苏州工业园区星湖街 218 号生物纳米园 B7 楼 701 室（下文简称「**本公司**」）；

(2) **ORIENT ASSET MANAGEMENT (HONG KONG) LIMITED,** a company incorporated in Hong Kong whose registered office is at 28th and 29th Floor 100 Queen's Road Central, 100 QRC, Central, Hong Kong (the "**Investor**");

东方资产管理(香港)有限公司，一家在香港注册成立的公司，注册办事处位于香港中环 100QRC，皇后大道中 100 号 28 及 29 楼（下文简称「**投资者**」）；

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

中信證券（香港）有限公司，地址为香港金钟道88号太古广场一期18楼 （下文简称「**中信證券香港**」）；

(4) **ABCI CAPITAL LIMITED** of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI**", together with CITICS, the "**Joint Sponsors**" and each a "**Joint Sponsor**"); and

农银国际融资有限公司，地址为香港干诺中道50号中国农业银行大厦11楼（下文简称「**农银国际**」，与中信證券香港统称为"**联席保荐人**"及各自称为"**联席保荐人**"）；及

(5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with ABCI, the "**Overall Coordinators**" and each an "**Overall Coordinator**").

中信里昂證券有限公司，地址为香港金钟道88号太古广场一期18楼（下文简称「**中信里昂**」，与农银国际统称为"**整体协调人**"，及各自称为"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for the 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:
本公司已申请通过全球发售方式在联交所（定义见下文）上市其H 股股份（定义见下文）（下文简称「**全球发售**」），包括：

(i) a public offering by the Company for subscription of initially 828,100 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and
本公司初始在香港公开发售其828,100H股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及

(ii) a conditional placing of initially 7,452,450 H Shares (subject to reallocation and the Over-Allotment Option (as defined below)) offered by the Company (i) outside the United States to investors who are not U.S. Persons (as defined below) (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below); and (ii) in the United States to a limited number of institutional "accredited investors" (as defined in Rule 501(a) under the Securities Act) in reliance on the Rule 506 safe harbor or another available exemption from registration under the Securities Act (the "**International Offering**").
本公司根据(i)证券法项下S规例（定义见下文）在美国境外向并非美国人士（定义见下文）的投资者（包括向香港的专业和机构投资者配售）；及(ii) 根据证券法第506条规则的安全港或其他注册豁免于美国向有限数量的机构"认可投资者"（根据证券法第501(a)条规则的定义）有条件地初始配售7,452,450H股股份（可予重新分配和视乎超额配售权（定义见下文）行使与否而定）(下文简称「**国际发售**」）。

(B) CITICS and ABCI are acting as the Joint Sponsors of the Global Offering, and CLSA and ABCI the Overall Coordinators of the Global Offering.
中信證券香港和农银国际担任全球发售的联席保荐人，及中信里昂和农银国际担任全球发售的整体协调人。

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

IT IS AGREED as follows:
各方兹达成以下协议：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:
在本协议中（包括其序文和附录），除文义另有所指外，以下词汇和表达应具有以下含义：

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

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
「**会财局**」指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
「**总投资额**」指发售价乘以投资者股份数量所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(g);
「**批准**」具有第6.2(g)条赋予的含义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人/紧密联系人**」应具有上市规则赋予的含义；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;
「**经纪费**」指根据费用规则（定义见上市规则）第7(1)段的规定按投资总额1%计算的经纪费；

"**business day**" means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

"**Closing**" means closing of the subscription by the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成及公司发行、配发、配售、分配及/或交付（视情况而定）投资者股份；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**公司条例**」指公司条例（香港法例第622章），经不时修订、补充或另行修改；

"**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;
「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第32章），经不时修订、补充或另行修改；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」应具有中国证监会备案规则赋予的含义；

"**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;
「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第623章），经不时修订、补充或另行修改；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

"**CSRC**" means the China Securities Regulatory Commission;
「**中国证监会**」指中国证券监督管理委员会；

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;
「**中国证监会备案规则**」指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及配套指引；

"**CSRC Filings**" 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;
「**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，就全球发售向中国证监会作出或将作出的任何形式的信函、文件、备案、信函、通讯、文件、回复、承诺及提交，包括其任何修订、补充及/或修改

"**C.F.R**" means the Code of Federal Regulations, as amended, supplemented or otherwise modified from time to time;
「**联邦规则汇编**」指联邦规则汇编，经不时修订、补充或另行修改；

"**Delayed Delivery Date**" means, subject to the underwriting agreements for the Hong

Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;
「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第4.3条通知投资者的较后日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:
「**处置**」包括，就任何相关股份而言，直接或间接：

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利，或对任何权益创设或同意创设任何负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(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
订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

(iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;
同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述

任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

"**Fees Rules**" has the meaning ascribed to such term in the Listing Rules;
「**费用规则**」应具有上市规则赋予的含义；

"**FINI**" has the meaning ascribed to such term in the Listing Rules;
「**FINI**」应具有上市规则赋予的含义；

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有序文(A)赋予的含义；

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including but not limited to the Stock Exchange, the SFC and the CSRC);
「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于联交所、香港证监会和中国证监会）；

"**Group**" means the Company and its subsidiaries;
「**本集团**」指本公司及其附属公司；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
「**港元**」指香港的法定货币；

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;
「**香港**」指中华人民共和国香港特别行政区；

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);
「**香港公开发售**」具有序文(A)赋予的含义；

"**H Shares**" means ordinary share(s) in the share capital of the Company with a par value of RMB1.00 each, which are to be listed on the Stock Exchange and subscribed and traded in Hong Kong dollars;
「**H股**」指公司股本中每股面值人民币1.00元的普通股股份，将于联交所上市及以港元认购和买卖；

"**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;
「**受弥偿方**」具有第6.5条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有序文(A)赋予的含义；

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;
「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

"**Investor-related Information**" has the meaning given to it in clause 6.2(i);
「**投资者相关信息**」具有第6.2(i)条赋予的含义；

"**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;
「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的H股股份，该等股份数目将根据附录1计算，由本公司及整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、办法以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、决定、意见、公告、通知、命令、判决、法令或裁决；

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;
「**征税**」指香港证监会的0.0027%交易征税（或于上市日收取的现行交易征税）、香港会计及财务汇报局的0.00015%交易征费（或于上市日收取的现行交易征费）以及联交所的0.00565%交易费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日**」指H股股份在联交所主板的初始上市日期；

"**Listing Guide**" means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;
「**上市指南**」指联交所发布的新上市申请人指南（经不时修订、补充或另行修改）；

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

「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市指南、上市决定、指引及其他要求（经不时修订、补充或另行修改）；

"**Lock-up Period**" has the meaning given to it in clause 5.1;
「**禁售期**」具有第5.1条赋予的含义；

"**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;
「**发售价**」指H股股份将根据全球发售发售或出售的每股H股最终港元价格（不包括经纪费及征税）；

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;
「**超额配售权**」具有国际发售通函赋予的含义；

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;
「**各方**」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;
「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾；

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;
「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;
「**专业投资者**」具有证券及期货条例附录1第1部分赋予的含义；

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;
「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

"**QIBs**" means qualified institutional buyers and has the meaning given to it under Rule 144A;
「**合资格机构买家**」指合资格机构买家并具有第144A条赋予的定义;

"**Regulation S**" means Regulation S under the Securities Act;
「**S规例**」指证券法项下的S规例;

"**Regulators**" has the meaning given to it in clause 6.2(i);
「**监管机构**」具有第6.2(i)条赋予的含义;

"**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);
「**相关股份**」指投资者或按照第 2.2 条投资者的全资子公司（如有）根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益;

"**RMB**" means Renminbi, the lawful currency of the PRC;
「**人民币**」指人民币，中国法定货币;

"**Rule 144A**" means Rule 144A under the Securities Act;
「**第144A条**」指证券法第144A条;

"**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;
「**证券法**」指美国1933年证券法（经不时修订、补充或另行修改）及据此颁布的规则及规例;

"**SFC**" means The Securities and Futures Commission of Hong Kong;
「**香港证监会**」指香港证券及期货事务监察委员会;

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**证券及期货条例**」指证券及期货条例（香港法例第571章），经不时修订、补充或另行修改;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;
「**联交所**」指香港联合交易所有限公司;

"**subsidiary**" has the meaning given to it in the Companies Ordinance;
「**附属公司**」具有公司条例赋予的含义;

"**Underwriter**" means an underwriter of the Global Offering;
「**承销商**」指全球发售的承销商;

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

"**U.S. Investment Company Act**" means the United States Investment Company Act of 1940, as amended, supplemented or otherwise modified from time to time;
「**美国投资公司法**」指1940年美国投资公司法，经不时修订、补充或另行修改；

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
「**美元**」指美国的法定货币；及

"**U.S. Person**" has the meaning given to it in Rule 902(k) of Regulation S.
「**美国人士**」具有S规例第902(k)条所规定的含义。

1.2 In this Agreement, unless the context otherwise requires:
在本协议中，除非文意另有要求，否则：

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

对**条款**、**子条款**或**附录**的提述应指本协议的条款、子条款或附录；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或其他文书的提述应包含其变更或替换版本；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
对法例、法例条文、法规或规则的提述应包括：

(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;
对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) to any subordinate legislation made under it;
对根据该等法例或法例条文制定的任何附属立法的提述；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(i) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
对「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:
待下文第3条所载的条件满足（或经各方共同豁免，惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)及3.1(e)条所载的条件不得豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant

portion of the International Offering; and
作为国际发售的一部分，投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等联属人士（作为国际发售相关部分的国际承销商的国际代表）执行上述操作；及

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.
投资者将根据第4.2条就投资者股份支付投资总额及相关经纪费及征税。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors 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 (A) a QIB or (B) (i) not a U.S. Person and is not acquiring the Investor Shares for the account or benefit of 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:
投资者可通过在不晚于上市日前三（3）个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：其为专业投资者及为(A)合资格机构买家；或(B)(i)并非美国人士并且不是代表或为了美国人士而收获得投资者股份；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购获得投资者股份，惟：

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同同意、陈述、保证、承诺、承认及确认约束，投资者在本协议中作出的相同同意、陈述、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.
投资者 (i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第6.5条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

The obligations of the Investor under this clause 2.2 constitute direct, primary and

unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Joint Sponsors 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 Overall Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term "Investor" shall be construed in this Agreement to include such wholly-owned subsidiary.
投资者在本第2.2条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 The Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
整体协调人可根据第4.3条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附录1最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. CLOSING CONDITIONS 完成条件

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:
投资者根据本协议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）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载的条件不可豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及

日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（代表其自身及全球发售的承销商）已议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals (including those in connection with the subscription by the Investor of the Investor Shares)) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
联交所上市委员会已批准H股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可（包括与投资者认购投资者股份有关的豁免及许可），且该等许可或豁免并未于H股股份在联交所交易前撤销；

(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;
中国证监会已接受中国证监会备案并在其网站公布有关中国证监会备案的备案结果，且该接受通知及/或已公布的备案结果在H股开始在联交所买卖前未被拒绝、撤回、撤销或失效；

(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
任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor .
本协议项下的投资者同意、陈述、保证、承诺、确认及承认在本协议之日及将在上市日及延迟交割日（如适用）所有方面均准确、真实及不具误导性或欺诈性，投资者并无违反本协议的行为。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may

be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators, the Joint Sponsors and/or their respective affiliates, directors, supervisors (if applicable), officers, employees and representatives 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.
若第3.1条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d) 和3.1(e)条所载的条件不得豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及本协议将终止及不再生效，而本公司、联席保荐人、整体协调人或彼等各自的任何联属人士、董事、监事（如适用）、高级职员、雇员或代理的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第3.2条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisers, associates, partners 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.
投资者承认，无法保证全球发售将完成、或将不会延迟完成或终止、或发售价会在公开文件中所述的预期价格区间内，若全球发售延迟完成或终止，因任何原因不再进行或未能于所述的日期及时间完成或根本无法完成或发售价不在公开文件中所述的预期价格区间内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售延迟完成或终止，因任何原因不再进行或未能在规定的日期及时间完成或根本无法完成或发售价不在公开文件中所述的预期价格区间内的理由，提起针对本公司、整体协调人及/或联席保荐人或其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员或代表的任何申索或诉讼的权利（若有）。

4. CLOSING 完成

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering , or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其各自的联属人士）（以其作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

In the event that (a)the requirement pursuant to Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, (b) the minimum requirements under the Listing Rules including without limitation 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 (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the aforesaid requirements under the Listing Rules.
如果不能满足(a)上市规则第8.08(3)条规定的于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%的要求，(b)上市规则规定的最低要求，包括但不限于上市规则第19A.13A条规定的公众持股量规定或联交所的其他豁免；(c)上市规则第19A.13C条规定的自由流通量的规定；或(d)上市规则第18项应用指引第3.2段，则整体协调人和公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足前述上市规则的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date in Hong Kong dollars , notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
不论投资者股份的交付时间和方式，投资者应于上市日前之一(1)个工作天下午5时三十分（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经纪费及征税， 尽管在适用的情况下，投资者股份的交付可能在延迟交付日进行。

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing). Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investors Shares as specified in clause 4.2.
若整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日（或投资者和整体协调人书面同意的其他更晚日期）。整体协调人的该决定将具有决定性，对投资者具有约束力。倘投资者股份将于延迟交割日交付投资者，投资者仍需根据第4.2条的规定为投资者股份的总投资额付款。

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
待投资者股份的付款根据第4.2条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第4.3条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者书面通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 Without prejudice to clauses 4.3 and 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing), and the payment of the Investor Shares shall not be later than 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
在无损第4.3和4.4条规定的前提下，投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行，惟投资者股份的交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日（或投资者和整体协调人书面同意的其他更晚日期），而不论投资者股份的交付时间和方式，投资者股份的支付不得迟于上市日期前一(1)个工作日下午5时30分（香港时间）。

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 Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第6.5条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Overall Coordinators and the Joint Sponsors shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, Monkeypox virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, 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, labor dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
本公司、整体协调人、联席保荐人及彼等各自的联属人士、子公司、高级职员、董事、监事（如适用）、雇员、职员、合伙人、代理人、顾问和代表因超出本公司、整体协调人、联席保荐人及彼等各自的联属人士（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的

变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且本公司、整体协调人及联席保荐人各自应有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制

5.1 Subject to clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to clause 5.2) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces any 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; or (iv) agree or contract to, or publicly announce 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. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that such disposal will not create a disorderly or false market in the Shares and will comply with all applicable Laws.
在不抵触第5.2条的前提下，投资者（代表其自身以及其全资附属公司，其中投资者股份根据第5.2条由该全资附属公司持有）为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日期起六(6)个月期间（包含上市日期和自上市日期起算六(6)个月当日，下文简称「禁售期」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并促使其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收任何上述证券权利的任何证券，或同意、订立协议或公开宣布订立此类交易的意向）；(ii)允许其自身出现最终实益所有人级别的控制权变更 (定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易；或(iv)同意、订立或公开宣布任何意图，进行上述(i)、(ii)和(iii)中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算。投资者于禁售期届满后的任何时间内处置任何相关股份，应在拟处置前书面通知本公司、整体协调人及联席保荐人，并确保该等处置不会造成股份的市场混乱或虚假，且另行遵循所有适用法律。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

第5.1条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号和商业登记号）、其与投资者的关系以及该附属公司的业务及该证明，该证明可按本公司、联席保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including 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;
在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第5条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, agreements, undertakings, representations and warranties as provided in clause 6;
该全资附属公司应视为已作出下文第6条规定的同意、陈述、保证、协议、承诺、确认及承认；

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及连带地承担本协议施加的所有责任及义务；

(e) 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 Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-

owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, agreements, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意及投资者承诺促使该全资附属公司受本协议项下的投资者义务约束（包括本第5条对投资者施加的限制），并作出相同的认可、确认、协议、承诺、陈述及保证，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及连带地承担本协议施加的所有责任及义务；及

(f) such wholly-owned subsidiary is (A) a QIB or (B) (i) not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.
该全资附属公司(A)属合资格机构买家；或(B)(i)并非美国人士并且不是代表或为了美国人士而认购相关股份；(ii)位于美国境外；及(iii)将依赖S规例通过离岸交易获得相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its 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 the Investor would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates 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 Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.
投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其/彼等各自紧密联系人于本公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于本公司任何时候的已发行股本总额的10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第8.08条及第19A.13A条）低于上市规则所规定的最低百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

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 Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其的控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过建档流程申请或订购H股股份（投资者股份除外）或在香港公开发售中申请H股股份。

5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators as updated or amended from time to time) with the Company, the controlling shareholder(s) or single largest shareholder(s) (as the case may be) of the Company, any other member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor or its respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents has entered or will enter into such arrangements or agreements.
投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理或代表不得与本公司、本公司的控股股东或单一最大股东（视情况而定）、本集团的其他任何成员或彼等各自的联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代表或代理（直接或间接）接受或签订任何违反或抵触上市规则（包括经不时更新或修订的上市规则附录F1、联交所新上市申请人指南第4.15章或香港监管机构发布的任何其他书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认并承诺其及其联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代表或代理目前没有且将来不会订立此类安排或协议。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Joint Sponsors that:
投资者向本公司、整体协调人及联席保荐人各自陈述、承诺、保证、承认、同意及确认：

(a) each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no

representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents; The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、整体协调人、联席保荐人及彼等各自的联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；投资者特此放弃有关全球发售因任何原因延迟或未能于预定日期及时间完成或根本未能完成，或发售价不在公开文件所载的指示性范围内为由，向本公司、整体协调人、联席保荐人及其各自的联营公司提起任何索赔或诉讼的任何权利（如有）；

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, and all such information is true, complete and accurate in all respects and is not misleading;
本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及作为展示文件的重要合约；且所有此类信息在各方面均真实、完整、准确且不具有误导性；

(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, CSRC 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;
将向公司、联交所、香港证监会、中国证监会及其他监管机构（如需）提供根据上市规则要求需要提交给联交所或在FINI上提交的与投资者有关的信息，并将被纳入合并的承配人名单中，该名单将在FINI上向整体协调人披露；

(d) the Investor acknowledges and consents that the Company, the Overall

Coordinators and the Joint Sponsors may submit information about its subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement 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;
投资者确认并同意，本公司、整体协调人及联席保荐人可向政府机构（包括但不限于联交所、证监会及中国证监会）提交有关其根据本协议认购H股或以其他方式参与配售的资料；且投资者确认并承诺披露及提供通过互换协议或其提供或管理的其他金融或投资产品以投资H股的其他直接或间接投资者的一切必要资料（包括但不限于身份及认购金额）；

(e) the Offer Price is to be determined solely and exclusively pursuant to the relevant underwriting agreements and price determination agreement and the Investor shall not have any right to raise any objection thereto;
发售价将仅根据相关承销协议和定价协议协商厘定，投资者无权提出任何异议；

(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;
投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；

(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;
投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；

(h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide (as update and amended from time to time), the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份的数目可能受根据上市规则第18项应用指引及经不时更新或修订的联交所新上市申请人指南第4.14章、上市规则附录F1所载的配售指引在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(i) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules; or (iii) the free float requirements under Rule 19A.13C of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;

整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）上市规则第8.08(3)条，该条款规定于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；（ii）上市规则项下的相关最低要求，包括但不限于上市规则》第19A.13A条规定的公众持股量要求；或（iii）上市规则第19A.13C条关于自由流通量的规定、上市规则第18项应用指引第3.2段，及上市规则附录F1所载的配售指引；

(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 Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (if 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;
本公司、联席保荐人、整体协调人、其各自的任何联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级职员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不会对因收购或买卖投资者股份而产生的任何税务、法律、货币、经济或其他后果承担任何责任；

(l) it understands and agrees that 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;
其理解并同意，投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了人士的原因或利益，除非该司法管辖区适用法律允许；

(m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States to the QIBs in accordance with Rule 144A or another available exemption thereunder; or (B) outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其理解并同意，投资者股份的转让仅可 (A) 根据第 144A 条或该规则项下

的其他可用豁免，在美国境内转让给合资格机构买家；或 (B) 根据 S 规则，在美国境外以"离岸交易"（定义见 S 规则）的方式转让，且在每种情况下，均须遵守美国任何州和任何其他司法管辖区的任何适用证券法，代表投资者股份的任何股票证书均应带有大致符合此种效果的说明；

(n) it understands that none of the Company, the Overall Coordinators the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 and Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人或联席保荐人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均未作出就第144条、第144A条或关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除第5.2条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(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 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(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;
其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目

的基于严格的「须知」原则向其联属人士、附属公司、董事、高级职员、雇员、顾问及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何H股股份或其他证券的要约或邀约；

及

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, 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);
招股章程草案、初步发售通函草案或任何其他已向投资者，及/或其代表，提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

(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;
本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(s) 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) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the H Shares;
投资者、其任何联属人士或任何作为其代表的人士均未参与或将不会参与任何有关 H 股的直接出售（定义见 S 规则）或一般劝诱或公众广告（按照证券法下D条例定义）或以任何涉及H股的公开发行（按照证券法第 4(2) 条定义）；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(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, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its 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;
在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息（无论由本公司、联席保荐人、总协调人或其各自的董事、监事、高级职员、雇员、顾问、代理人、代表、联营公司、子公司、合作伙伴及关联公司或其他方准备），本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(v) none of the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (if 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 (if 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;
整体协调人、联席保荐人、全球发售的其他承销商及彼等各自的董事、

监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或本集团成员公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或本集团成员公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(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;
投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(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 Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或其他承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、合伙人或代表或参与全球发售的任何其他方均无需对于投资者认购或收购投资者股份或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负

责；

(y) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors , the underwriters of the Global Offering or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents, partners or representatives or any other party involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
其理解，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、全球发售的承销商及彼等各自的附属公司、联系人、联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、合伙人或代表或参与全球发售的任何其他方并未作出关于投资者股份将存在公开或畅旺市场的保证；

(z) 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;
未遵守本协议限制进行的就相关股份的发售、出售、质押或其他转让将不获本公司认可；

(aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
若全球发售因任何原因被延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；

(bb) 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;
本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的H股股份数目；(ii)将分别根据香港公开发售及国际发售发行的H股股份数目的绝对酌情权；及（iii）经联交所批准并符合适用法律的规定，对本次发行的H股股份、发售价范围及最终发售价进行其他调整或重新分配；

(cc) 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 (if any) and the non-disclosure agreement entered into by the Investor;
除本协议及投资者订立的保密协议（如有）外，投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售有关的其他协议；

(dd) the Investor agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date or such other date as agreed in accordance with clause 4.5;
投资者已同意，投资总额及相关经纪费及征税的付款应于上市日前一个工作天的下午5时30分（香港时间）支付或根据第4.5条约定的其它日期；

(ee) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;
任何交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何有资格的证券交易所的任何其他适用法律对H股股份交易的限制；

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:
投资者向本公司、整体协调人及联席保荐人各自进一步确认、陈述、保证及承诺：

(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;
其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；

(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 such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其合资格收取及使用本协议项下的资料（包括但不限于本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于该投资者的法律或需要取得该投资者所在司法管辖区的任何注册或许可；

(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;
其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(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 and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）且因此，除第3.1条规定的条件外，其履行本协议项下的义务不受任何政

府和监管机构或第三方的同意、批准和授权的约束；

(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;
本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(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;
其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) (i) 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; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
(i) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且批准不会无效、被撤销、撤回或废止；(ii) 该等批准并无任何尚未满足或履行的先决条件及(iii) 截至本协议签订之日，此类批准尚未被撤回，投资者也不知悉可能导致批准无效、撤销、撤回或作废的任何事实或情况。投资者进一步同意并承诺如果任何该等批准不再具有完全的效力或因任何原因被宣告无效、被撤销、撤回或废止将及时书面通知公司、联席保荐人和整体协调人；

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor; (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; (iii) any agreement or other instrument binding upon the Investor ; or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就

投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure the information to be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange(collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, partners, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在监管机构（如下文定义）规定的时间内，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管机构或机关或证券交易所（下文统称「**监管机构**」）提供并同意向该等监管机构披露适用法律要求的或任何该等监管机构不时要求的信息（包括但不限于(i) 投资者及其最终实益拥有人（若有）及/或最终负责发出投资者股份有关认购指示的人士的身份信息（包括但不限于其各自的名称、设立地）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、投资总额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于直接及间接认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系）（下文统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人及其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级职员、合伙人、雇员、顾问和代理根据上市规则或适用法律的要求或任何

相关监管机构的要求向该等监管机构及/或在任何公开文件或其他公告或文件披露任何投资者相关的信息；

(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;
投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors , the capital market intermediaries or the underwriters in connection with the Global Offering and transactions contemplated thereunder;
其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易及全球发售而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(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 (if applicable) or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事、监事（如适用）或高级职员；

(m) (i) if it is subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person;
(i)如果认购投资者股份发生在美国，他们其中的一方为合格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法S规例中定义的"境外交易"实施且其目前及将来不是美国人士并且不是代表或为了美国人士而认购相关股份；

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act ;
投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company or any of its

affiliates; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction under Chapter 14A of the Listing Rules or 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s) or single largest shareholder(s)(as the case may be), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者及其实益拥有人及/或联系人，及投资者为其购买投资者股份的人士（如有）及/或其关联方；(i)为独立于本公司或其联属人士的第三方；(ii)并非本公司的关连人士（根据上市规则规定）或联系人，且投资者认购投资者股份不会构成上市规则第14A章项下关连交易或导致投资者及其实益拥有人成为本公司的关连人士（根据上市规则规定）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)有财务能力履行本协议项下的所有义务；(iv)并未直接或间接接受(a)本公司任何核心关连人士或(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）、最高行政人员、控股股东或单一最大股东（视乎情况而定）、主要股东或现有股东，或任何前述人士的紧密联系人的融资、出资或支持，并不惯于接受任何该等人士就本公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；(v)与公司或其任何股东不存在关联关系（除非向公司、联席保荐人、整体协调人另行书面披露）；及(vi)不属于上市规则附录F1（股本证券的配售指引）第5段所述任何类别的人士；

(p) the Investor will use its own funds to subscribe for the Investor Shares, 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;
投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not (i)a "connected client" of any of the Overall Coordinators, the

Joint Sponsors, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, or (ii) "close associate" of any existing shareholder of the Company. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者、其实益拥有人及/或联系人，及投资者为其购买投资者股份的人士（如有）及/或其关联方并非(i)全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」，并且不属于上市规则附录F1（股本证券的配售指引）所述的任何人士类别，或 (ii) 公司任何现有股东的"紧密联系人"。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the place categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
除先前书面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承配人名单模板所载的或根据FINI系统界面或上市规则要求披露的任何承配人类别（"基石投资者"除外）；(b) 任何根据上市规则（包括上市规则第12.08A条）须在本公司的分配结果公告中注明的承配人类别；

(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;
投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(t) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前12个月内担任董事职位）、监事或现有股东或前述人士的代名人；

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
投资者并未亦不会与任何「分销商」（定义见S规例）订立任何与H股股

份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and the Investor will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
认购投资者股份将遵循上市规则附录F1（权益证券的配售指引）、经不时更新和修订的联交所新上市申请人指南第4.15章的规定以及香港证监会发出的指引（不时更新或修订），而投资者将避免采取任何会导致公司、联席保荐人及／或整体协调人违反该等条文的行动；

(w) the aggregate holding (directly and indirectly) of the Investor and its close associates 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;
投资者及其紧密联系人于本公司已发行股本总额中的合计持股量（直接及间接）不得导致公众人士（具有《上市规则》项下的含义）持有的本公司证券总额低于《上市规则》所规定或联交所另行批准的百分比；

(x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any member of the Group, any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, are independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
投资者、实益拥有人及/或彼等各自的联系人均未以本集团任何成员公司、本公司任何关连人士、任何整体协调人、任何联席保荐人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or will be entered into or made between the Investor or its affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees or agents , partners, advisors or representatives on the one hand and the Company or its controlling shareholders or single largest shareholders (as the case may be), any member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents on the other hand;
投资者或其联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、代理人、合伙人顾问及代表与本公司或其控股股东或单一最大股东(视乎情况而定)、本集团任何成员公司或其各自的联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、代理人、合伙人、顾问或代表之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市规则附录F1、上市指南第4.15章或其他香港监管机构刊发

的书面指引）的附函；

(z) none of the Investor or any of its associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide;
除根据本协议及/或上市指南第4.15章外，投资者或其任何联系人均未通过账簿管理程序申请或订购全球发售的任何H股股份；

(aa) 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
除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及

(bb) 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.
除先前书面向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及／或联系人尚未订立且不会订立任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates and any information provided or to be provided by it under or in connection with this Agreement is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name 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 Overall Coordinators and/or the Joint Sponsors, or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of the Regulators or the relevant Governmental Authority including 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 it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者向本公司、整体协调人及联席保荐人声明及保证，附录2所载的与其及其集团成员公司有关的描述及向监管机构和/或公司、联席保荐人、整体协调人及其各自联属人士提供的和/或应其要求提供的所有投资者相关信息以及其根据本协议或与本协议有关而提供或将提供的任何信息在所有方面属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录2所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或提交给任何相关监管机构的其他文件，在每种情况下，投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性或欺骗性，并同意如果其中任何保证、承诺、声明或确认不再准确和完整或在任何方面变得具误导性，应立即以书面形式通知公司、整体协调人和联席保荐人。

6.4 The Investor understands that the warranties, undertakings, representations, acknowledgements, agreements and confirmations in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering, and their respective subsidiaries, associates, directors, supervisors (if applicable), officers, employees, partners, representatives, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, acknowledgements, agreements and confirmations set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations, acknowledgements, agreements or confirmations therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
投资者理解，载于第6.1条和第6.2条的保证、承诺、陈述、承认、同意和确认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、其他全球发售的承销商、彼等各自的附属公司、联系人、董事、监事（如适用）、高级职员、雇员、合伙人、代表、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if 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 the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary or their respective officers, directors, supervisors (if 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. This clause 6.5 shall survive the termination of this Agreement in all circumstances.
投资者同意及承诺，对于本公司、整体协调人、联席保荐人及其他全球发售的承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资子公司（如任何相关股份由该全资子公司持有）或其/彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。本第6.5条在任何情况下均应在本协议终止后继续有效。

6.6 Each of the acknowledgements, confirmations, agreements, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, the Closing and, if applicable, the Delayed Delivery Date.
投资者根据第6.1、6.2、6.3、6.4及6.5条作出的同意、确认、协议、陈述、保证及承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日、完成及延迟交割日（如适用）再次作出。

6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其已根据其成立地法律注册成立并有效存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动，本协议一经签署即构成其合法、有效且具有约束力的义务；

(c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights

and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
待妥为付款后，在不抵触第5.1条规定的禁售期的前提下，投资者股份在根据第4.4条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的H股股份同等的权益；

(d) none of the Company and its controlling shareholder(s) or single largest shareholder(s)(as the case may be), any member of the Group and their respective affiliates, directors, supervisors (if 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, supervisors (if applicable), officers, employees or agents; and
本公司及其控股股东或单一最大股东（视乎情况而定）、本集团的任何成员及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括经不时更新和修订的联交所新上市申请人指南第4.15章）的协议或安排（包括任何单边保证函）；及

(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 (if 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.
除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 Each of the representations, warranties and undertakings given by the Company under clause 6.7 shall be construed as a separate representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
本公司根据第6.7条作出的每项陈述、保证及承诺均应解释为单独的陈述、保证或承诺，并应被视为在上市日和延迟交割日（如适用）再次作出。

6.9 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买H股股份的投资者相同的权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2, 4.6 or 4.7;
根据第3.2、4.6或4.7条终止；

(b) solely by the Company, or by each of the Overall Coordinators and the Joint

Sponsors in each of their respective sole discretion, in the event that there is a breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
若投资者（或投资者的全资附属公司，如果投资者股份根据第5.2条被转让）在国际发售完成日期或之前或延迟交割日（若适用）或之前违反本协议（包括违反投资者在本协议项下作出的陈述、保证、承诺及确认），本公司、整体协调人或联席保荐人可行使其各自的绝对酌情权单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) with the written consent of all the Parties.
经本协议所有各方书面同意终止。

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5, 8.1, 10, 11, 12 and 13 of this Agreement and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.
若本协议根据第7.1条终止，各方均无义务继续履行其在本协议下的义务（惟下文第8.1条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第11条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。不论前述约定为何，本协议第6.5、8.1、10、11、12及13条以及投资者作出的弥偿在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement (if any) entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议及投资者订立的保密协议(如有)另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布或代表本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的营销及路演材料及其他公告；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if 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 (if 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 (if applicable), officers and relevant employees, representatives and agents of the Party; and
由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

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 Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors and their respective counsels.
本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性及欺诈性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见和验证文件。

8.4 The Investor undertakes to promptly provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺，将及时就第8.1条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）、其与本公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9. NOTICES 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

If to the Company, to:
若发送至本公司，则发送至：

Address:	Unit 701, Block B7 BioBay 218 Xinghu Street Suzhou Industrial Park Suzhou Area of China (Jiangsu) Pilot Free Trade Zone Suzhou Jiangsu, PRC
地址：	中国江苏省 自由贸易试验区苏州片区 苏州工业园区 星湖街218号 生物纳米园 B7楼701室
Email:	emily.chen@tennorx.com
电邮：	emily.chen@tennorx.com
Facsimile:	(86) 0512-86861990
传真：	(86) 0512-86861990
Attention:	Ms. Chen Rongping
收件人：	陈荣平女士

If to the Investor, to:
若发送至投资者，则发送至：

Address:	28th and 29th Floor, 100QRC, 100 Queen's Road Central, Central, Hong Kong
地址：	香港中环100QRC，皇后大道中100号28及29楼
Email:	oamoperations@dfzq.com.hk
电邮：	oamoperations@dfzq.com.hk
Facsimile:	+852 25230066
传真：	+852 25230066
Attention:	Guodong Zhao
收件人：	赵国栋

If to CITICS, to:
若发送至中信證券香港，则发送至：

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
地址：	香港金钟道88号 太古广场一期18楼
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
电邮：	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

If to ABCI, to:
若发送至农银国际，则发送至：

Address:	11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong
地址：	香港干诺中道50号 中国农业银行大厦11楼
Email:	project.everest@abci.com.hk
电邮：	project.everest@abci.com.hk
Facsimile:	+852 2861 0061
传真：	+852 2861 0061
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

If to CLSA, to:
若发送至中信里昂，则发送至：

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
地址：	香港金钟道88号 太古广场一期18楼
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
电邮：	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or 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, and 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 within 24 hours after the sending the email), 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.
根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人在发送后24小时内收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄48小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10. GENERAL 一般事项

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and

is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
本协议约定的各联席保荐人和整体协调人的义务是个别承担的（而非共同或共同和连带的）。任何联席保荐人或整体协调人均不对任何其他联席保荐人或整体协调人未能履行其在本协议项下的相应义务承担责任，并且该等不履行行为不应影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述约定，在适用法律允许的范围内，各联席保荐人和整体协调人均有权单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares, the Offer Price and the amount of payment required to be made by the Investor pursuant to Clause 4.2 of this Agreement for the purposes of this Agreement.
除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目、发售价及投资者根据本协议第4.2条要求支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alternation to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。

10.6 This Agreement is delivered in the English language. If a Chinese translation of this

Agreement is delivered, it is for information purposes only and does not constitute the definitive and legally binding agreement. For the avoidance of doubt, if there is any discrepancy, inconsistency or ambiguity between this Agreement and the translation thereof, the meaning of this Agreement in English shall prevail.
本协议以英文发出。如发出本协议的中文译本，仅作参考用途，并不构成明确和具法律约束力的协议。为免生疑，如本协议与本协议的译本出现任何歧异、不一致或意思含糊，本协议的意义须以英文文本为准。

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by written agreement among the Parties.
时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

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.
尽管可根据第4条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第10.11条另有规定的范围内，并非本协议一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，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可强制执行及依赖第6.5条，犹如其为本协议一方。

(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).
本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第10.11(a)分条所述人士同意。

10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors 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.
整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11. GOVERNING LAW AND JURISDICTION 管辖法律及司法权区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.
因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索应由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则

仲裁解决。仲裁地应为香港。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12. IMMUNITY 豁免权

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.
倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13. COUNTERPARTS 副本

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.
本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

FOR AND ON BEHALF OF:
为及代表

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)

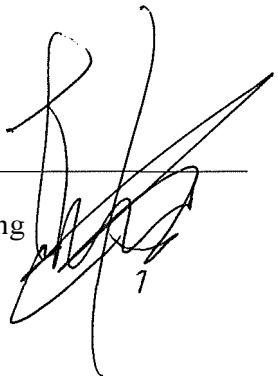
By:
签署：

Name: Ma Zhenkun
姓名:马振坤

Title: Executive Director
职衔：执行董事

FOR AND ON BEHALF OF:
为及代表

ORIENT ASSET MANAGEMENT (HONG KONG) LIMITED
东方资产管理(香港)有限公司
By:
签署：



Name: ZHAO Guodong
姓名：赵国栋

Title: Director
职衔：资管部主管

FOR AND ON BEHALF OF:

CITIC SECURITIES (HONG KONG) LIMITED

By:

Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

ABCI Capital Limited

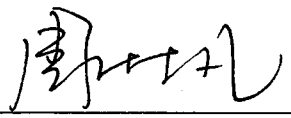
By:

Name: Bryan Bian
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:

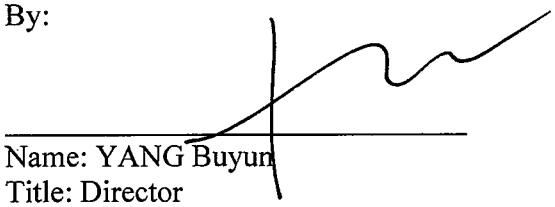


Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:



Name: YANG Buyun
Title: Director

SCHEDULE 1 附录1
INVESTOR SHARES 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 3,000,000 (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 50 H Shares.
投资者股份数目应等于(1) 3,000,000美元的等值港元（按招股章程所载的港元兑美元收盘汇率计算）(不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位50H股股份）。

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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation" 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 compliance with including without limitation (i) the relevant requirements under Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the 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, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules .
根据上市规则第18项应用指引第4.2段、联交所新上市申请人指南第4.14章（经不时更新或修改）及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的H股股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。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遵守上市规则下的相关规定，包括但不限于(i) 上市规则第8.08(3)条规定的于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%的要求，或（ii）上市规则上市规则规定的最低要求，包括但不限于上市规则第19A.13A条规定的公众持股量规定、上市规则第19A.13C条规定的自由流通量的规定、上市规则第18项应用指引第3.2段及上市规则附录F1所载的配售指引。

SCHEDULE 2 附录2

PARTICULARS OF INVESTOR 投资者详情

The Investor
投资者

Place of incorporation: 注册成立地点：	Hong Kong 香港特别行政区
Business registration number: 商业登记号码:	52117596
Business address and telephone number and contact person: 商业地址及联系电话和联系人：	28th and 29th Floor, 100QRC, 100 Queen's Road Central, Central, Hong Kong; +852 25230066; Guodong Zhao 香港中环100QRC，皇后大道中100号28及29楼; +852 25230066; 赵国栋
Principal activities: 主要活动：	Financial services, Asset management 金融服务, 资产管理
Ultimate controlling shareholder: 最终控股股东：	Orient Securities Limited Liability Company 东方证券股份有限公司 3958.HK; 600958.SH
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	Shanghai, PRC 中国上海
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码和LEI 号码:	913100001322947763 300300E1005131000066
Principal activities of ultimate controlling shareholder: 最终控股股东的主要活动：	Securities services 证券服务
Shareholder and interests held: 股东及持有的权益：	100%
Description of the Investor for insertion in the Prospectus（subject to further comments from the Stock Exchange/SFC）: 待插入招股章程的投资者描述（受限于联交所／证监会进一步意见）：	Orient Asset Management is a wholly-owned subsidiary of Orient Finance Holdings (Hong Kong) Limited and is licensed to carry out Type 4 (advising on securities) and Type 9 (asset management) regulated activities under the SFO in Hong Kong by the SFC. Orient Finance Holdings (Hong Kong) Limited is a wholly-owned

	subsidiary of DFZQ (東方證券股份有限公司), which is listed on the Stock Exchange (Stock code: 3958) and the Shanghai Stock Exchange (Stock code: 600958). Orient Asset Management exercises full discretionary investment management authority, and all investment decisions are made solely by Orient Asset Management in accordance with the agreed investment mandate. Orient Asset Management has agreed to subscribe for our Offer Shares for a discretionary managed investor account under its management as an investment manager for and on behalf of an underlying client, Panda Capital Management Limited, which is an Independent Third Party to the best knowledge of the Company and Orient Asset Management. Panda Capital Management Limited, primarily engaged in medium-to-long-term strategic pre-initial public offering investments and cornerstone or similar investments in initial public offerings in healthcare and emerging industries, is directly and wholly owned by Ms. Wang Ruijin (王瑞金), who is a professional investor with investment experience in the capital markets of Hong Kongand the PRC, including medium-to-long-term opportunities in healthcare and emerging industries. The investment objectives of the said account are to achieve capital appreciation by investing in listed equity securities of companies and secondary market securities products.
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 places: 相关投资者类别（联交所FINI的承配人名单模板中要求包含的或FINI 界面要求披露的）：	Cornerstone investor 基石投资者

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

May 12 **,2026**
2026年 5 月12 日

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)

AND
及

JUNE STAR GLOBAL LIMITED
(骏昇环球有限公司)

AND
及

CITIC SECURITIES (HONG KONG) LIMITED
中信證券（香港）有限公司

AND
及

ABCI CAPITAL LIMITED
农银国际融资有限公司

AND
及

CLSA LIMITED
中信里昂證券有限公司

TABLE OF CONTENTS
目录

Clause 条款 **Page 页码**

1. **DEFINITIONS AND INTERPRETATIONS 定义和解释 7**

2. **INVESTMENT 投资 16**

3. **CLOSING CONDITIONS 完成条件 18**

4. **CLOSING 完成 21**

5. **RESTRICTIONS ON THE INVESTOR 对投资者的限制 24**

6. **ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证 27**

7. **TERMINATION 终止 47**

8. **ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性 48**

9. **NOTICES 通知 50**

10. **GENERAL 一般事项 52**

11. **GOVERNING LAW AND JURISDICTION 管辖法律及司法权区 56**

12. **IMMUNITY 豁免权 56**

13. **PROCESS AGENT 法律文书代收人 57**

14. **COUNTERPARTS 副本 57**

SCHEDULE 1 附录1 64

INVESTOR SHARES 投资者股份 64

SCHEDULE 2 附录2 65

PARTICULARS OF INVESTOR 投资者详情 65

THIS AGREEMENT (this "**Agreement**") is made on May 12, 2026
本协议（下文简称「本协议」）乃于2026年 5 **月**12 **日订立，**

BY AND AMONG:
订约方：

(1) **TENNOR THERAPEUTICS (SUZHOU) LIMITED**, a joint-stock liability company established under the laws of the PRC, whose registered office is at Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu), Pilot Free Trade Zone Suzhou, Jiangsu, PRC (the "**Company**");

丹诺医药(苏州)股份有限公司，一家在中国注册成立的股份有限公司，注册办事处位于中国江苏省自由贸易试验区苏州片区苏州工业园区星湖街 218 号生物纳米园 B7 楼 701 室（下文简称「**本公司**」）；

(2) **JUNE STAR GLOBAL LIMITED ,** a company incorporated in British Virgin Islands whose registered office is at Intershore Chambers, Road Town, Tortola, British Virgin Islands. (the "**Investor**");

骏昇环球有限公司,一家在英属维尔京群岛成立的公司，注册办事处位Intershore Chambers, Road Town, Tortola, British Virgin Islands.。 （下文简称「**投资者**」）；

(3) **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

中信證券（香港）有限公司，地址为香港金钟道88号太古广场一期18楼 （下文简称「**中信證券香港**」）；

(4) **ABCI CAPITAL LIMITED** of 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI**", together with CITICS, the "**Joint Sponsors**" and each a "**Joint Sponsor**"); and

农银国际融资有限公司，地址为香港干诺中道50号中国农业银行大厦11楼（下文简称「**农银国际**」，与中信證券香港统称为"**联席保荐人**"及各自称为"**联席保荐人**"）；及

(5) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**", together with ABCI, the "**Overall Coordinators**" and each an "**Overall Coordinator**").

中信里昂證券有限公司，地址为香港金钟道88号太古广场一期18楼（下文简称「**中信里昂**」，与农银国际统称为"**整体协调人**"，及各自称为"**整体协调人**"）。

WHEREAS:
鉴于：

(A) The Company has made an application for the 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:
本公司已申请通过全球发售方式在联交所（定义见下文）上市其H 股股份（定

义见下文）（下文简称「**全球发售**」），包括：

(i) a public offering by the Company for subscription of initially 828,100 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and
本公司初始在香港公开发售其828,100 H股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及

(ii) a conditional placing of initially 7,452,450 H Shares (subject to reallocation and the Over-Allotment Option (as defined below)) offered by the Company (i) outside the United States to investors who are not U.S. Persons (as defined below) (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below); and (ii) in the United States to a limited number of institutional "accredited investors" (as defined in Rule 501(a) under the Securities Act) in reliance on the Rule 506 safe harbor or another available exemption from registration under the Securities Act (the "**International Offering**").
本公司根据(i)证券法项下S规例（定义见下文）在美国境外向并非美国人士（定义见下文）的投资者（包括向香港的专业和机构投资者配售）；及(ii) 根据证券法第506条规则的安全港或其他注册豁免于美国向有限数量的机构"认可投资者"（根据证券法第501(a)条规则的定义）有条件地初始配售7,452,450 H股股份（可予重新分配和视乎超额配售权（定义见下文）行使与否而定）(下文简称「**国际发售**」）。

(B) CITICS and ABCI are acting as the Joint Sponsors of the Global Offering, and CLSA and ABCI the Overall Coordinators of the Global Offering.
中信證券香港和农银国际担任全球发售的联席保荐人，及中信里昂和农银国际担任全球发售的整体协调人。

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

IT IS AGREED as follows:
各方兹达成以下协议：

1. DEFINITIONS AND INTERPRETATIONS 定义和解释

1.1 In this Agreement, including its recitals and schedules, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:
在本协议中（包括其序文和附录），除文义另有所指外，以下词汇和表达应具有以下含义：

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

voting securities, by contract, or otherwise;
「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

"**AFRC**" means the Accounting and Financial Reporting Council of Hong Kong;
「**会财局**」指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
「**总投资额**」指发售价乘以投资者股份数量所得的金额；

"**Approvals**" has the meaning given to it in clause 6.2(g);
「**批准**」具有第6.2(g)条赋予的含义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人/紧密联系人**」应具有上市规则赋予的含义；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules;
「**经纪费**」指根据费用规则（定义见上市规则）第7(1)段的规定按投资总额1%计算的经纪费；

"**business day**" means any day (other than Saturday, Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

"**Closing**" means closing of the subscription by the Investor, and the issue, allotment, placing, allocation and/or delivery (as the case may be) by the Company, of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成及公司发行、配发、配售、分配及/或交付（视情况而定）投资者股份；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**公司条例**」指公司条例（香港法例第622章），经不时修订、补充或另行修改；

"**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;
「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第32章），经不时修订、补充或另行修改；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」应具有中国证监会备案规则赋予的含义；

"**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;
「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第623章），经不时修订、补充或另行修改；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

"**CSRC**" means the China Securities Regulatory Commission;
「**中国证监会**」指中国证券监督管理委员会；

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;
「**中国证监会备案规则**」指中国证监会发布的经不时修订、补充或另行修改的《境内企业境外发行证券和上市管理试行办法》及配套指引；

"**CSRC Filings**" 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;
「**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，就全球发售向中国证监会作出或将作出的任何形式的信函、文件、备案、信函、通讯、文件、回复、承诺及提交，包括其任何修订、补充及/或修改

"**C.F.R**" means the Code of Federal Regulations, as amended, supplemented or otherwise modified from time to time;
「**联邦规则汇编**」指联邦规则汇编，经不时修订、补充或另行修改；

"**Delayed Delivery Date**" means, subject to the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become unconditional and not having been terminated, such later date as the Overall Coordinators shall notify the Investor in accordance with clause 4.3;
「**延迟交割日**」指，在香港公开发售及国际发售的承销协议签订、成为无条件及并未终止的前提下，整体协调人根据第4.3条通知投资者的较后日期；

"**dispose of**" includes, in respect of any Relevant Shares, directly or indirectly:
「**处置**」包括，就任何相关股份而言，直接或间接：

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利，或对任何权益创设或同意创设任何负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或

(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
订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或

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

同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「**处置**」应作相应解释；

"**Fees Rules**" has the meaning ascribed to such term in the Listing Rules;
「**费用规则**」应具有上市规则赋予的含义；

"**FINI**" has the meaning ascribed to such term in the Listing Rules;
「**FINI**」应具有上市规则赋予的含义；

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有序文(A)赋予的含义；

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including but not limited to the Stock Exchange, the SFC and the CSRC);
「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于联交所、香港证监会和中国证监会）；

"**Group**" means the Company and its subsidiaries;
「**本集团**」指本公司及其附属公司；

"**HK$**" or "**Hong Kong dollar**" means the lawful currency of Hong Kong;
「**港元**」指香港的法定货币；

"**Hong Kong**" means the Hong Kong Special Administrative Region of the PRC;
「**香港**」指中华人民共和国香港特别行政区；

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);
「**香港公开发售**」具有序文(A)赋予的含义；

"**H Shares**" means ordinary share(s) in the share capital of the Company with a par value of RMB1.00 each, which are to be listed on the Stock Exchange and subscribed and traded in Hong Kong dollars;
「**H股**」指公司股本中每股面值人民币1.00元的普通股股份，将于联交所上市及以港元认购和买卖；

"**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;
「**受弥偿方**」具有第6.5条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有序文(A)赋予的含义；

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;
「**国际发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

"**Investor-related Information**" has the meaning given to it in clause 6.2(i);
「**投资者相关信息**」具有第6.2(i)条赋予的含义；

"**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;
「**投资者股份**」指将由投资者根据本协议的条款及条件在国际发售中认购的H股股份，该等股份数目将根据附录1计算，由本公司及整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法权区的所有法律、成文法、立法、条例、办法以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、决定、意见、公告、通知、命令、判决、法令或裁决；

"**Levies**" means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date), the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date), in each case, of the Aggregate Investment Amount;
「**征税**」指香港证监会的0.0027%交易征税（或于上市日收取的现行交易征税）、香港会计及财务汇报局的0.00015%交易征费（或于上市日收取的现行交易征费）以及联交所的0.00565%交易费（或于上市日收取的现行交易征税），在每种情况下，均按投资总额计算；

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日**」指H股股份在联交所主板的初始上市日期；

"**Listing Guide**" means the Guide for New Listing Applicants issued by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;
「**上市指南**」指联交所发布的新上市申请人指南（经不时修订、补充或另行修改）；

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the Listing Guide, listing decisions, guidelines

and other requirements of the Stock Exchange, each as amended, supplemented or otherwise modified from time to time;
「**上市规则**」指香港联合交易所有限公司证券上市规则以及联交所的上市指南、上市决定、指引及其他要求（经不时修订、补充或另行修改）；

"**Lock-up Period**" has the meaning given to it in clause 5.1;
「**禁售期**」具有第5.1条赋予的含义；

"**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;
「**发售价**」指H股股份将根据全球发售发售或出售的每股H股最终港元价格（不包括经纪费及征税）；

"**Over-allotment Option**" has the meaning given to it in the International Offering Circular;
「**超额配售权**」具有国际发售通函赋予的含义；

"**Parties**" means the named parties to this Agreement, and "**Party**" shall mean any one of them, as the context shall require;
「**各方**」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

"**PRC**" means the People's Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;
「**中国**」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾；

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;
「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;
「**专业投资者**」具有证券及期货条例附录1第1部分赋予的含义；

"**Prospectus**" means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;
「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指适用于国际发售的初步发售通函及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及

公告（经不时修订或补充）；

"QIBs" means qualified institutional buyers and has the meaning given to it under Rule 144A;
「合资格机构买家」指合资格机构买家并具有第144A条赋予的定义;

"**Regulation S**" means Regulation S under the Securities Act;
「**S规例**」指证券法项下的S规例；

"**Regulators**" has the meaning given to it in clause 6.2(i);
「**监管机构**」具有第6.2(i)条赋予的含义；

"**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);
「**相关股份**」指投资者或按照第 2.2 条投资者的全资子公司（如有）根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

"**RMB**" means Renminbi, the lawful currency of the PRC;
「**人民币**」指人民币，中国法定货币；

"**Rule 144A**" means Rule 144A under the Securities Act;
「**第144A条**」指证券法第144A条；

"**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;
「**证券法**」指美国1933年证券法（经不时修订、补充或另行修改）及据此颁布的规则及规例；

"**SFC**" means The Securities and Futures Commission of Hong Kong;
「**香港证监会**」指香港证券及期货事务监察委员会；

"**SFO**" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**证券及期货条例**」指证券及期货条例（香港法例第571章），经不时修订、补充或另行修改；

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;
「**联交所**」指香港联合交易所有限公司；

"**subsidiary**" has the meaning given to it in the Companies Ordinance;
「**附属公司**」具有公司条例赋予的含义；

"**Underwriter**" means an underwriter of the Global Offering;
「**承销商**」指全球发售的承销商；

"**U.S.**" and "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

"**U.S. Investment Company Act**" means the United States Investment Company Act of 1940, as amended, supplemented or otherwise modified from time to time;
「**美国投资公司法**」指1940年美国投资公司法，经不时修订、补充或另行修改；

"**US$**" or "**US dollar**" means the lawful currency of the United States; and
「**美元**」指美国的法定货币；及

"**U.S. Person**" has the meaning given to it in Rule 902(k) of Regulation S.
「**美国人士**」具有S规例第902(k)条所规定的含义。

1.2 In this Agreement, unless the context otherwise requires:
在本协议中，除非文意另有要求，否则：

(a) a reference to a "**clause**", "**sub-clause**" or "**schedule**" is a reference to a clause or sub-clause of or a schedule to this Agreement;

对**条款**、**子条款**或**附录**的提述应指本协议的条款、子条款或附录；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条款及附录标题仅为便利目的而设，并不影响本协议的构成或解释；

(c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
序文和附录构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附录；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
对本协议或其他文书的提述应包含其变更或替换版本；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
对法例、法例条文、法规或规则的提述应包括：

(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;
对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、

重新颁布或替代版本的提述；

(ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及

(iii) to any subordinate legislation made under it;
对根据该等法例或法例条文制定的任何附属立法的提述；

(g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
对时间及日期的提述分别指（除非另行规定）香港时间及日期；

(h) a reference to a "**person**" includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；

(i) references to "**include**", "**includes**" and "**including**" shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
对「**包括**」的提述应分别解释为包括但不限于、包括但不限于及包括但不限于；及

(j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.
香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. INVESTMENT 投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:
待下文第3条所载的条件满足（或经各方共同豁免，惟第3.1(a)、3.1(b)、3.1(c)、3.1(d) 及3.1(e)条所载的条件不得豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and

through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
作为国际发售的一部分，投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等联属人士（作为国际发售相关部分的国际承销商的国际代表）执行上述操作；及

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.
投资者将根据第4.2条就投资者股份支付投资总额及相关经纪费及征税。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors 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 (A) a QIB or (B) (i) not a U.S. Person and is not acquiring the Investor Shares for the account or benefit of 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:
投资者可通过在不晚于上市日前三（3）个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：其为专业投资者及为(A)合资格机构买家；或(B)(i)并非美国人士并且不是代表或为了美国人士而收获得投资者股份；(ii)位于美国境外；及(iii)根据S规例在离岸交易中收购获得投资者股份，惟：

(a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary; and
投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同同意、陈述、保证、承诺、承认及确认约束，投资者在本协议中作出的相同同意、陈述、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.
投资者 (i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有同意、义务、承诺、保证、陈述、弥偿、准许、承认、确认及契诺；及(ii)承诺将根据第6.5条应要求向各受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Joint Sponsors 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 Overall Coordinators or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term "Investor" shall be construed in this Agreement to include such wholly-owned subsidiary.
投资者在本第2.2条项下的义务构成应本公司、整体协调人或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 The Overall Coordinators may in their sole discretion determine that delivery of all or a portion of the Investor Shares shall take place on the Delayed Delivery Date in accordance with clause 4.3.
整体协调人可根据第4.3条规定以其唯一酌情决定在延迟交割日交付全部或部分投资者股份。

2.4 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司及整体协调人（代表其自身以及全球发售的其他承销商）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附录1最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. CLOSING CONDITIONS 完成条件

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:
投资者根据本协议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）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d) 及3.1(e)条所载的条件不可豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither

of the aforesaid underwriting agreements having been terminated;
香港公开发售及国际发售的承销协议在不晚于该等承销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一承销协议均未终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
本公司与整体协调人（代表其自身及全球发售的承销商）已议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals (including those in connection with the subscription by the Investor of the Investor Shares)) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the H Shares on the Stock Exchange;
联交所上市委员会已批准H股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可（包括与投资者认购投资者股份有关的豁免及许可），且该等许可或豁免并未于H股股份在联交所交易前撤销；

(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;
中国证监会已接受中国证监会备案并在其网站公布有关中国证监会备案的备案结果，且该接受通知及/或已公布的备案结果在H股开始在联交所买卖前未被拒绝、撤回、撤销或失效；

(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
任何政府机构均未制定或颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及

(f) the respective representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Delayed Delivery Date, as applicable) accurate and true in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor .
本协议项下的投资者同意、陈述、保证、承诺、确认及承认在本协议之日及将在上市日及延迟交割日（如适用）所有方面均准确、真实及不具误导性或欺诈性，投资者并无违反本协议的行为。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to subscribe for, and the obligations

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

若第3.1条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d) 及3.1(e)条所载的条件不得豁免，第3.1(f)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业可行范围内尽快及本协议将终止及不再生效，而本公司、联席保荐人、整体协调人或彼等各自的任何联属人士、董事、监事（如适用）、高级职员、雇员或代理的所有义务及责任在向投资者作出悉数偿还将终止；惟根据本第3.2条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的同意、陈述、保证、承诺、确认及承认的行为进行纠正的权利。

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

投资者承认，无法保证全球发售将完成、或将不会延迟完成或终止、或发售价会在公开文件中所述的预期价格区间内，若全球发售延迟完成或终止，因任何原因不再进行或未能于所述的日期及时间完成或根本无法完成或发售价不在公开文件中所述的预期价格区间内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售延迟完成或终止，因任何原因不再进行或未能在规定的日期及时间完成或根本无法完成或发售价不在公开文件中所述的预期价格区间内的理由，提起针对本公司、整体协调人及/或联席保荐人或其各自的联属人士、董事、监事（如适用）、高级管理人员、雇员或代表的任何申索或诉讼的权利（若有）。

4. CLOSING 完成

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering , or on the Delayed Delivery Date, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或其各自的联属人士）（以其作为国际发售相关部分的国际承销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式，于国际发售完成之时或延迟交割日予以认购。

In the event that (a)the requirement pursuant to Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders of the Company, (b) the minimum requirements under the Listing Rules including without limitation 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 (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the aforesaid requirements under the Listing Rules.
如果不能满足(a)上市规则第8.08(3)条规定的于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%的要求，(b)上市规则规定的最低要求，包括但不限于上市规则第19A.13A条规定的公众持股量规定或联交所的其他豁免；(c)上市规则第19A.13C条规定的自由流通量的规定；或(d)上市规则第18项应用指引第3.2段，则整体协调人和公司有权自行决定调整分配可供投资者认购的投资者股份数目，以满足前述上市规则的要求。

4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date in Hong Kong dollars , notwithstanding that, where applicable, the delivery of the Investor Shares may take place on the Delayed Delivery Date, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
不论投资者股份的交付时间和方式，投资者应于上市日前之一(1)个工作天下午5时三十分（香港时间）或之前，以同日价值贷记方式，通过将即时可用的资金（无任何扣减或抵销）电汇至整体协调人在上市日前至少一(1)个完整营业日书面通知投资者的港元银行账户（该通知应包含（其中包括）付款账户明细及投资者根据本协议应付的总额），悉数支付所有投资者股份的投资总额及相关经

纪费及征税， 尽管在适用的情况下，投资者股份的交付可能在延迟交付日进行。

4.3 If the Overall Coordinators in their sole discretion determine that delivery of all or any part of the Investor Shares should be made on a date (the "**Delayed Delivery Date**") later than the Listing Date, the Overall Coordinators shall notify the Investor in writing (i) no later than two (2) business days prior to the Listing Date, the number of Investor Shares which will be deferred in delivery; and (ii) no later than two (2) business days prior to the actual Delayed Delivery Date, the Delayed Delivery Date, provided that the Delayed Delivery Date shall be no later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing). Such determination by the Overall Coordinators will be conclusive and binding on the Investor. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay the Aggregate Investment Amount for the Investors Shares as specified in clause 4.2.
若整体协调人以彼等唯一酌情决定，应于上市日之后的日期（「**延迟交割日**」）交割全部或任何部分投资者股份，整体协调人应(i) 于不晚于上市日前两(2)个营业日的时间书面通知投资者将延迟交割的投资者股份数目；及(ii)于不晚于实际延迟交割日前两(2)个营业日的时间书面通知投资者延迟交割日，惟延迟交割日应不晚于超额配售权可予行使的最后一日之后三(3)个营业日（或投资者和整体协调人书面同意的其他更晚日期）。整体协调人的该决定将具有决定性，对投资者具有约束力。倘投资者股份将于延迟交割日交付投资者，投资者仍需根据第4.2条的规定为投资者股份的总投资额付款。

4.4 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date or the Delayed Delivery Date as determined in accordance with clause 4.3.
待投资者股份的付款根据第4.2条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日或根据第4.3条厘定的延迟交割日之前提前不少于两(2)个营业日由投资者书面通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。

4.5 Without prejudice to clauses 4.3 and 4.4, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised (or any later date otherwise may be agreed by the Investor and the Overall Coordinators in writing), and the payment of the Investor Shares shall not be later than 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
在无损第4.3和4.4条规定的前提下，投资者股份的交付及付款亦可以本公司、整体协调人、联席保荐人及投资者书面协议的任何其他方式进行，惟投资者股份的交付时间应不晚于超额配售权可被行使的最后一天后的三(3)个营业日（或投资者和整体协调人书面同意的其他更晚日期），而不论投资者股份的交付时间和方式，投资者股份的支付不得迟于上市日期前一(1)个工作日下午5时30分（香港时间）。

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 Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第6.5条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

4.7 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement, and each of the Company, the Overall Coordinators and the Joint Sponsors shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the control of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates (as the case may be), including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus, Monkeypox virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, 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, labor dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.
本公司、整体协调人、联席保荐人及彼等各自的联属人士、子公司、高级职员、董事、监事（如适用）、雇员、职员、合伙人、代理人、顾问和代表因超出本公司、整体协调人、联席保荐人及彼等各自的联属人士（视情况而定）控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒、猴痘病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、其他工业行动、大范围

的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行其在本协议项下各自的义务，彼等无需对未能或延迟履行本协议项下各自的义务承担任何责任（不论共同或各别），且本公司、整体协调人及联席保荐人各自应有权终止本协议。

5. RESTRICTIONS ON THE INVESTOR 对投资者的限制

5.1 Subject to clause 5.2, the Investor (for itself and on behalf of its wholly-owned subsidiary where the Investor Shares are to be held by such wholly-owned subsidiary pursuant to clause 5.2) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the "**Lock-up Period**"), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces any 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; or (iv) agree or contract to, or publicly announce 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. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that such disposal will not create a disorderly or false market in the Shares and will comply with all applicable Laws.
在不抵触第5.2条的前提下，投资者（代表其自身以及其全资附属公司，其中投资者股份根据第5.2条由该全资附属公司持有）为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日期起六(6)个月期间（包含上市日期和自上市日期起算六(6)个月当日，下文简称「禁售期」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并促使其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收任何上述证券权利的任何证券，或同意、订立协议或公开宣布订立此类交易的意向）；(ii)允许其自身出现最终实益所有人级别的控制权变更 (定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)直接或间接地订立与任何上述交易具有相同经济效果的交易；或(iv)同意、订立或公开宣布任何意图，进行上述(i)、(ii)和(iii)中所述的任何前述交易，在每种情况下，无论上述 (i)、(ii)和(iii)将通过以现金或其他方式交付相关股份或可转换为、可行使或可交换为相关股份的其他证券来结算。投资者于禁售期届满后的任何时间内处置任何相关股份，应在拟处置前书面通知本公司、整体协调人及联席保荐人，并确保该等处置不会造成股份的市场混乱或虚假，且另行遵循所有适用法律。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of

the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
第5.1条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

(a) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary (including but not limited to the place of incorporation, company registration number and business registration number), its relationship with the Investor and the business of such subsidiary, and such evidence, to the satisfaction of the Company, the Joint Sponsors and the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份（包括但不限于注册地、公司注册号和商业登记号）、其与投资者的关系以及该附属公司的业务及该证明，该证明可按本公司、联席保荐人和整体协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including 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;
在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第5条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, agreements, undertakings, representations and warranties as provided in clause 6;
该全资附属公司应视为已作出下文第6条规定的同意、陈述、保证、协议、承诺、确认及承认；

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及连带地承担本协议施加的所有责任及义务；

(e) 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 Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, agreements, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予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应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意及投资者承诺促使该全资附属公司受本协议项下的投资者义务约束（包括本第5条对投资者施加的限制），并作出相同的认可、确认、协议、承诺、陈述及保证，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及连带地承担本协议施加的所有责任及义务；及

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

该全资附属公司(A)属合资格机构买家；或(B)(i)并非美国人士并且不是代表或为了美国人士而认购相关股份；(ii)位于美国境外；及(iii)将依赖S规例通过离岸交易获得相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its 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 the Investor would not become a core connected person of the Company and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates 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 Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其/彼等各自紧密联系人于本公司已发行股本总额中合共持有（直接及间接）持股总额应始终少于本公司任何时候的已发行股本总额的10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第8.08条及第19A.13A条）低于上市规

则所规定的最低百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

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 Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for the H Shares in the Global Offering (other than the Investor Shares) or make an application for the H Shares in the Hong Kong Public Offering.
投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其的控股股东、联系人及彼等各自的实益拥有人均不得，在全球发售中通过建档流程申请或订购H股股份（投资者股份除外）或在香港公开发售中申请H股股份。

5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators as updated or amended from time to time) with the Company, the controlling shareholder(s) or single largest shareholder(s) (as the case may be) of the Company, any other member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents. The Investor further confirms and undertakes that none of the Investor or its respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents has entered or will enter into such arrangements or agreements.
投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、雇员、代理或代表不得与本公司、本公司的控股股东或单一最大股东（视情况而定）、本集团的其他任何成员或彼等各自的联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代表或代理（直接或间接）接受或签订任何违反或抵触上市规则（包括经不时更新或修订的上市规则附录F1、联交所新上市申请人指南第4.15章或香港监管机构发布的任何其他书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认并承诺其及其联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代表或代理目前没有且将来不会订立此类安排或协议。

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、声明、承诺及保证

6.1 The Investor represents, warrants, undertakes, acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Joint Sponsors that:
投资者向本公司、整体协调人及联席保荐人各自陈述、承诺、保证、承认、同意及确认：

(a) each of the Company, the Overall Coordinators, the Joint Sponsors and their respective affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents; The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、整体协调人、联席保荐人及彼等各自的联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或无法完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者承担任何责任；投资者特此放弃有关全球发售因任何原因延迟或未能于预定日期及时间完成或根本未能完成，或发售价不在公开文件所载的指示性范围内为由，向本公司、整体协调人、联席保荐人及其各自的联营公司提起任何索赔或诉讼的任何权利（如有）；

(b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, and all such information is true, complete and accurate in all respects and is not misleading;
本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及作为展示文件的重要合约；且所有此类信息在各方面均真实、完整、准确且不具有误导性；

(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, CSRC 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;
将向公司、联交所、香港证监会、中国证监会及其他监管机构（如需）提供根据上市规则要求需要提交给联交所或在FINI上提交的与投资者有关的信息，并将被纳入合并的承配人名单中，该名单将在FINI上向整体

协调人披露；

(d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Joint Sponsors may submit information about its subscription of the H Shares or otherwise its involvement in the placing pursuant to this Agreement 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;
投资者确认并同意，本公司、整体协调人及联席保荐人可向政府机构（包括但不限于联交所、证监会及中国证监会）提交有关其根据本协议认购H股或以其他方式参与配售的资料；且投资者确认并承诺披露及提供通过互换协议或其提供或管理的其他金融或投资产品以投资H股的其他直接或间接投资者的一切必要资料（包括但不限于身份及认购金额）；

(e) the Offer Price is to be determined solely and exclusively pursuant to the relevant underwriting agreements and price determination agreement and the Investor shall not have any right to raise any objection thereto;
发售价将仅根据相关承销协议和定价协议协商厘定，投资者无权提出任何异议；

(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;
投资者股份将由投资者通过整体协调人及/或其联属人士以国际发售的国际承销商的国际代表的身份认购；

(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;
投资者将根据本公司的公司章程或其他宪章性文件以及本协议的条款及条件接受投资者股份；

(h) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide (as update and amended from time to time), the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份的数目可能受根据上市规则第18项应用指引及经不时更新或修订的联交所新上市申请人指南第4.14章、上市规则附录F1所载的配售指引在国际发售与香港公开发售之间的重新分配H股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

(i) the Overall Coordinators, the Joint Sponsors and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; (ii) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 19A.13A of the Listing Rules; or (iii) the

free float requirements under Rule 19A.13C of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
整体协调人、联席保荐人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合（i）上市规则第8.08(3)条，该条款规定于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%；（ii）上市规则项下的相关最低要求，包括但不限于上市规则》第19A.13A条规定的公众持股量要求；或（iii）上市规则第19A.13C条关于自由流通量的规定、上市规则第18项应用指引第3.2段，及上市规则附录F1所载的配售指引；

(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 Overall Coordinators and/or the Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；

(k) none of the Company, the Joint Sponsors, the Overall Coordinators, nor any of their respective affiliates, associates, subsidiaries, agents, directors, supervisors (if 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;
本公司、联席保荐人、整体协调人、其各自的任何联属人士、联系人、附属公司、代理人、董事、监事（如适用）、高级职员、雇员、合伙人、顾问或代表或参与全球发售的任何其他方均不会对因收购或买卖投资者股份而产生的任何税务、法律、货币、经济或其他后果承担任何责任；

(l) it understands and agrees that 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;
其理解并同意，投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了人士的原因或利益，除非该司法管辖区适用法律允许；

(m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States to the QIBs in accordance with Rule 144A or another available exemption thereunder; or (B) outside the United States in an "offshore transaction" (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the

United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
其理解并同意，投资者股份的转让仅可 (A) 根据第 144A 条或该规则项下的其他可用豁免，在美国境内转让给合资格机构买家；或 (B) 根据 S 规则，在美国境外以"离岸交易"（定义见 S 规则）的方式转让，且在每种情况下，均须遵守美国任何州和任何其他司法管辖区的任何适用证券法，代表投资者股份的任何股票证书均应带有大致符合此种效果的说明；

(n) it understands that none of the Company, the Overall Coordinators the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of Rule 144 and Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
其理解，本公司、整体协调人或联席保荐人或国际发售的任何国际承销商或其各自的附属公司、联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人、顾问、联系人、合伙人和代表均未作出就第144条、第144A条或关于证券法项下的任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

(o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除第5.2条规定者外，在投资者股份由投资者的附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

(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 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 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;
其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对

投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、高级职员、雇员、顾问及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第6.1(l)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第6.1(l)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）H股股份或本公司或其联属人士或联系人的其他证券或衍生工具；

(q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问:

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its 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 and/or its respective representatives shall form the basis of any contract or commitment whatsoever;
招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；

(ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何H股股份或其他证券的要约或邀约；及

(iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, 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);
招股章程草案、初步发售通函草案或任何其他已向投资者，及/或其代表，提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

(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;
本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

(s) 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) with respect to the H Shares or any form of general solicitation or general advertising (as defined in Regulation D under the Securities Act) or in any manner involving a public offering (as defined in Section 4(2) of the Securities Act) made with respect to the H Shares;
投资者、其任何联属人士或任何作为其代表的人士均未参与或将不会参与任何有关 H 股的直接出售（定义见 S 规则）或一般劝诱或公众广告（按照证券法下D条例定义）或以任何涉及H股的公开发行（按照证券法第 4(2) 条定义）；

(t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

(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, officers, employees, advisors, agents, representatives, associates, subsidiaries, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its 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;
在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息（无论由本公司、联席保荐人、总协调人或其各自的董事、监事、高级职员、雇员、顾问、代理人、代表、联营公司、子公司、合作伙伴及关联公司或其他方准备），本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；

(v) none of the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering and their respective directors, supervisors (if 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 (if 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;
整体协调人、联席保荐人、全球发售的其他承销商及彼等各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或本集团成员公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或本集团成员公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

(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;
投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

(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 Overall Coordinators, the Joint Sponsors or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, partners or representatives nor any other party involved in the Global Offering takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription or acquisition of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或其他承销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、合伙人或代表或参与全球发售的任何其他方均无需对于投资者认购或收购投资者股份

或交易投资者股份有关的任何税务、法律、货币或其他经济或其他后果负责；

(y) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors , the underwriters of the Global Offering or their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents, partners or representatives or any other party involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
其理解，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、全球发售的承销商及彼等各自的附属公司、联系人、联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、合伙人或代表或参与全球发售的任何其他方并未作出关于投资者股份将存在公开或畅旺市场的保证；

(z) 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;
未遵守本协议限制进行的就相关股份的发售、出售、质押或其他转让将不获本公司认可；

(aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
若全球发售因任何原因被延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表均无需对投资者或其附属公司承担任何责任；

(bb) 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;
本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的H股股份数目；(ii)将分别根据香港公开发售及国际发售发行的H股股份数目的绝对酌情权；及（iii）经联交所批准并符合适用法律的规定，对本次发行的H股股份、发售价范围及最终发售价进行其他调整或重新分配；

(cc) 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 (if any) and the non-disclosure agreement entered into by the Investor;
除本协议及投资者订立的保密协议（如有）外，投资者与本公司、本公司任何股东、联席保荐人及／或整体协调人之间不存在与全球发售有关的其他协议；

(dd) the Investor agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 5:30 p.m. (Hong Kong time) on the business day immediately before the Listing Date or such other date as agreed in accordance with clause 4.5;
投资者已同意，投资总额及相关经纪费及征税的付款应于上市日前一个工作天的下午5时30分（香港时间）支付或根据第4.5条约定的其它日期；

(ee) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;
任何交易均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何有资格的证券交易所的任何其他适用法律对H股股份交易的限制；

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:
投资者向本公司、整体协调人及联席保荐人各自进一步确认、陈述、保证及承诺：

(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;
其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其破产、清算或清盘；

(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 such Investor or would require any registration or licensing within the jurisdiction that such Investor is in;
其合资格收取及使用本协议项下的资料（包括但不限于本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于该投资者的法律或需要取得该投资者所在司法管辖区的任何注册或许可；

(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;
其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；

(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 and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权）

且因此，除第3.1条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；

(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;
本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；

(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;
其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；

(g) (i) 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; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, revoked, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
(i) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且批准不会无效、被撤销、撤回或废止；(ii) 该等批准并无任何尚未满足或履行的先决条件及(iii) 截至本协议签订之日，此类批准尚未被撤回，投资者也不知悉可能导致批准无效、撤销、撤回或作废的任何事实或情况。投资者进一步同意并承诺如果任何该等批准不再具有完全的效力或因任何原因被宣告无效、被撤销、撤回或废止将及时书面通知公司、联席保荐人和整体协调人；

(h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor; (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; (iii) any agreement or other instrument binding upon the Investor ; or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及

细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

(i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure the information to be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange(collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and it ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and their respective affiliates, associates, subsidiaries, agents, directors, supervisors (where applicable), officers, partners, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在监管机构（如下文定义）规定的时间内，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或其他政府、公共、货币或监管机构或机关或证券交易所（下文统称「**监管机构**」）提供并同意向该等监管机构披露适用法律要求的或任何该等监管机构不时要求的信息（包括但不限于(i) 投资者及其最终实益拥有人（若有）及/或最终负责发出投资者股份有关认购指示的人士的身份信息（包括但不限于其各自的名称、设立地）；(ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、投资总额以及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于直接及间接认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）；及/或(iv) 投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系）（下文统称「**投资者相关信息**」）。投资者进一步授权公司、联席保荐人、整体协调人及其各自的联属人士、联系人、附属公司、代理、董事、监事（如适用）、高级职

员、合伙人、雇员、顾问和代理根据上市规则或适用法律的要求或任何相关监管机构的要求向该等监管机构及/或在任何公开文件或其他公告或文件披露任何投资者相关的信息；

(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;
投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有丰富经验；

(k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors , the capital market intermediaries or the underwriters in connection with the Global Offering and transactions contemplated thereunder;
其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就本协议项下交易及全球发售而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；

(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 (if applicable) or officer of the Company;
其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事、监事（如适用）或高级职员；

(m) (i) if it is subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if it is subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person;
(i)如果认购投资者股份发生在美国，他们其中的一方为合格机构买家；或(ii)如果认购投资者股份发生在美国境外，则按照证券法S规例中定义的"境外交易"实施且其目前及将来不是美国人士并且不是代表或为了美国人士而认购相关股份；

(n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act ;
投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

(o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its

associates, (i) are third parties independent of the Company or any of its affiliates; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction under Chapter 14A of the Listing Rules or 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 the Closing, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s) or single largest shareholder(s)(as the case may be), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing; and (vi) do not fall under any category of the persons described under paragraph 5 in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者及其实益拥有人及/或联系人，及投资者为其购买投资者股份的人士（如有）及/或其关联方；(i)为独立于本公司或其联属人士的第三方；(ii)并非本公司的关连人士（根据上市规则规定）或联系人，且投资者认购投资者股份不会构成上市规则第14A章项下关连交易或导致投资者及其实益拥有人成为本公司的关连人士（根据上市规则规定）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)有财务能力履行本协议项下的所有义务；(iv)并未直接或间接接受(a)本公司任何核心关连人士或(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）、最高行政人员、控股股东或单一最大股东（视乎情况而定）、主要股东或现有股东，或任何前述人士的紧密联系人的融资、出资或支持，并不惯于接受任何该等人士就本公司的证券的收购、处置、投资或其他处置接受该等核心关连人士的指示；(v)与公司或其任何股东不存在关联关系（除非向公司、联席保荐人、整体协调人另行书面披露）；及(vi)不属于上市规则附录F1（股本证券的配售指引）第5段所述任何类别的人士；

(p) the Investor will use its own funds to subscribe for the Investor Shares, 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;
投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；

(q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if

any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not (i)a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the capital markets intermediaries, the underwriters of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, or (ii) "close associate" of any existing shareholder of the Company. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
投资者、其实益拥有人及/或联系人，及投资者为其购买投资者股份的人士（如有）及/或其关联方并非(i)全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、资本市场中介人、承销商、牵头经纪人或任何分销商的「关连客户」，并且不属于上市规则附录F1（股本证券的配售指引）所述的任何人士类别，或 (ii) 公司任何现有股东的"紧密联系人"。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(r) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the place categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
除先前书面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承配人名单模板所载的或根据FINI系统界面或上市规则要求披露的任何承配人类别（"基石投资者"除外）；(b) 任何根据上市规则（包括上市规则第12.08A条）须在本公司的分配结果公告中注明的承配人类别；

(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;
投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；

(t) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括在前12个月内担任董事职位）、监事或现有股东或前述人士的代名人；

(u) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written

consent of the Company;
投资者并未亦不会与任何「分销商」（定义见S规例）订立任何与H股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

(v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide and the guidelines issued by the SFC (as updated or amended from time to time) and the Investor will refrain from acting in any manner that would cause the Company, the Joint Sponsors and/or the Overall Coordinators to be in breach of such provisions;
认购投资者股份将遵循上市规则附录F1（权益证券的配售指引）、经不时更新和修订的联交所新上市申请人指南第4.15章的规定以及香港证监会发出的指引（不时更新或修订），而投资者将避免采取任何会导致公司、联席保荐人及／或整体协调人违反该等条文的行动；

(w) the aggregate holding (directly and indirectly) of the Investor and its close associates 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;
投资者及其紧密联系人于本公司已发行股本总额中的合计持股量（直接及间接）不得导致公众人士（具有《上市规则》项下的含义）持有的本公司证券总额低于《上市规则》所规定或联交所另行批准的百分比；

(x) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any member of the Group, any connected person of the Company, by any one of the Overall Coordinators, the Joint Sponsors, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, are independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
投资者、实益拥有人及/或彼等各自的联系人均未以本集团任何成员公司、本公司任何关连人士、任何整体协调人、任何联席保荐人或全球发售的任何承销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Appendix F1 to the Listing Rules, Chapter 4.15 of the Listing Guide or other written guidance published by the Hong Kong regulators) has been or will be entered into or made between the Investor or its affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees or agents , partners, advisors or representatives on the one hand and the Company or its controlling shareholders or single largest shareholders (as the case may be), any member of the Group or their respective affiliates, associates, subsidiaries, directors, supervisors (if applicable), officers, employees, partners, advisors, representatives or agents on the other hand;
投资者或其联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、代理人、合伙人顾问及代表与本公司或其控股股东或单一最大股东(视乎情况而定)、本集团任何成员公司或其各自的联属人士、联系人、附属公司、董事、监事（如适用）、高级职员、雇员、代理人、合伙

人、顾问或代表之间没有订立或将订立任何协议或安排，包括不符合上市规则（包括上市规则附录F1、上市指南第4.15章或其他香港监管机构刊发的书面指引）的附函；

(z) none of the Investor or any of its associates has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement and/or in compliance with Chapter 4.15 of the Listing Guide;
除根据本协议及/或上市指南第4.15章外，投资者或其任何联系人均未通过账簿管理程序申请或订购全球发售的任何H股股份；

(aa) 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
除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及

(bb) 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;
除先前书面向公司、联席保荐人及整体协调人披露的情况外，投资者、其实益拥有人及／或联系人尚未订立且不会订立任何涉及投资者股份的互换安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates and any information provided or to be provided by it under or in connection with this Agreement is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name 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 Overall Coordinators and/or the Joint Sponsors , or otherwise submitted to any relevant Regulators, in each case, in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of the Regulators or the relevant Governmental Authority including 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 it agrees to notify the Company, the Overall

Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
投资者向本公司、整体协调人及联席保荐人声明及保证，附录2所载的与其及其集团成员公司有关的描述及向监管机构和/或公司、联席保荐人、整体协调人及其各自联属人士提供的和/或应其要求提供的所有投资者相关信息以及其根据本协议或与本协议有关而提供或将提供的任何信息在所有方面属真实、完整及准确，且不具误导性。在无损第6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附录2所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或提交给任何相关监管机构的其他文件，在每种情况下，投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性或欺骗性，并同意如果其中任何保证、承诺、声明或确认不再准确和完整或在任何方面变得具误导性，应立即以书面形式通知公司、整体协调人和联席保荐人。

6.4 The Investor understands that the warranties, undertakings, representations, acknowledgements, agreements and confirmations in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Overall Coordinators, the Joint Sponsors, the other underwriters of the Global Offering, and their respective subsidiaries, associates, directors, supervisors (if applicable), officers, employees, partners, representatives, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, acknowledgements, agreements and confirmations set forth therein, and it agrees to notify the Company, the Overall Coordinators and the Joint Sponsors promptly in writing if any of the warranties, undertakings, representations, acknowledgements, agreements or confirmations therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
投资者理解，载于第6.1条和第6.2条的保证、承诺、陈述、承认、同意和确认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、其他全球发售的承销商、彼等各自的附属公司、联系人、董事、监事（如适用）、高级职员、雇员、合伙人、代表、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、陈述及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if 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 the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary or their respective officers, directors, supervisors (if 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. This clause 6.5 shall survive the termination of this Agreement in all circumstances.
投资者同意及承诺，对于本公司、整体协调人、联席保荐人及其他全球发售的承销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或投资者的全资子公司（如任何相关股份由该全资子公司持有）或其/彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。本第6.5条在任何情况下均应在本协议终止后继续有效。

6.6 Each of the acknowledgements, confirmations, agreements, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, the Closing and, if applicable, the Delayed Delivery Date.
投资者根据第6.1、6.2、6.3、6.4及6.5条作出的同意、确认、协议、陈述、保证及承诺（视情况而定）应解释为单独的同意、陈述、保证、承诺，并应视为在上市日、完成及延迟交割日（如适用）再次作出。

6.7 The Company represents, warrants and undertakes that:
本公司声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
其已根据其成立地法律注册成立并有效存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动，本协议一经签署即构成其合法、有效且具有约束力的义务；

(c) subject to payment and the Lock-up Period provided under clause 5.1, the

Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
待妥为付款后，在不抵触第5.1条规定的禁售期的前提下，投资者股份在根据第4.4条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的H股股份同等的权益；

(d) none of the Company and its controlling shareholder(s) or single largest shareholder(s)(as the case may be), any member of the Group and their respective affiliates, directors, supervisors (if 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, supervisors (if applicable), officers, employees or agents; and
本公司及其控股股东或单一最大股东（视乎情况而定）、本集团的任何成员及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括经不时更新和修订的联交所新上市申请人指南第4.15章）的协议或安排（包括任何单边保证函）；及

(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 (if 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.
除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 Each of the representations, warranties and undertakings given by the Company under clause 6.7 shall be construed as a separate representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date and, if applicable, the Delayed Delivery Date.
本公司根据第6.7条作出的每项陈述、保证及承诺均应解释为单独的陈述、保证或承诺，并应被视为在上市日和延迟交割日（如适用）再次作出。

6.9 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买H股股份的投资者相同的权利。

7. TERMINATION 终止

7.1 This Agreement may be terminated:
本协议可在以下情况下终止：

(a) in accordance with clauses 3.2, 4.6 or 4.7;

根据第3.2、4.6或4.7条终止；

(b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors in each of their respective sole discretion, in the event that there is a breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering or, if applicable, the Delayed Delivery Date (notwithstanding any provision to the contrary to this Agreement); or
若投资者（或投资者的全资附属公司，如果投资者股份根据第5.2条被转让）在国际发售完成日期或之前或延迟交割日（若适用）或之前违反本协议（包括违反投资者在本协议项下作出的陈述、保证、承诺及确认），本公司、整体协调人或联席保荐人可行使其各自的绝对酌情权单方面终止本协议（不论本协议是否有任何相反规定）；或

(c) with the written consent of all the Parties.
经本协议所有各方书面同意终止。

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5, 8.1, 10, 11, 12, and 13 of this Agreement and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.
若本协议根据第7.1条终止，各方均无义务继续履行其在本协议下的义务（惟下文第8.1条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第11条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务。不论前述约定为何，本协议第6.5、8.1、10, 11、12及13条以及投资者作出的弥偿在本协议终止后继续有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement (if any) entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议及投资者订立的保密协议(如有)另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf

of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布或代表本公司发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的营销及路演材料及其他公告；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if 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 (if 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 (if applicable), officers and relevant employees, representatives and agents of the Party; and
由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（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提交香港公司注册处登记及提供本协议作为展示文件）。

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 Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

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 Overall Coordinators and the Joint Sponsors 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 Overall Coordinators and the Joint Sponsors and their respective counsels.
本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性及欺诈性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见和验证文件。

8.4 The Investor undertakes to promptly provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.
投资者承诺，将及时就第8.1条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其拥有权（包括最终实益拥有权）、其与本公司的关系有关及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9. NOTICES 通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

If to the Company, to:
若发送至本公司，则发送至：

Address: Unit 701, Block B7
BioBay
218 Xinghu Street
Suzhou Industrial Park
Suzhou Area of China (Jiangsu)
Pilot Free Trade Zone Suzhou
Jiangsu, PRC
地址：中国江苏省

	自由贸易试验区苏州片区 苏州工业园区 星湖街218号 生物纳米园 B7楼701室
Email:	emily.chen@tennorx.com
电邮：	emily.chen@tennorx.com
Facsimile:	(86) 0512-86861990
传真：	(86) 0512-86861990
Attention:	Ms. Chen Rongping
收件人：	陈荣平女士

If to the Investor, to:
若发送至投资者，则发送至：

Address:	Flat D, 10/F, Blk 4, Villa Athena, Ma On Shan,NT, Hong Kong
地址：	香港新界马鞍山雅典居4座10楼D室
Email:	junestar0223@163.com
电邮：	junestar0223@163.com
Attention:	Li Guozhen
收件人：	李帼珍

If to CITICS, to:
若发送至中信證券香港，则发送至：

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
地址：	香港金钟道88号 太古广场一期18楼
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
电邮：	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

If to ABCI, to:
若发送至农银国际，则发送至：

Address:	11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong
地址：	香港干诺中道50号 中国农业银行大厦11楼
Email:	project.everest@abci.com.hk
电邮：	project.everest@abci.com.hk
Facsimile:	+852 2861 0061
传真：	+852 2861 0061
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

If to CLSA, to:
若发送至中信里昂，则发送至：

Address:	18/F, One Pacific Place 88 Queensway Hong Kong
地址：	香港金钟道88号 太古广场一期18楼
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
电邮：	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team
收件人：	Project Everest Deal Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or 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, and 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 within 24 hours after the sending the email), 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.
根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到，如通过传真发送，则在收到传输确认后视为已收到，若通过电邮发送，则为电邮妥为发送之时（无论电子邮件是否被确认，除非发件人在发送后24小时内收到电子邮件未送达的自动消息），如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄48小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10. GENERAL 一般事项

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of

the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of any other Joint Sponsor or Overall Coordinator to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other Joint Sponsors or Overall Coordinators, to the extent permitted by applicable Laws.
本协议约定的各联席保荐人和整体协调人的义务是个别承担的（而非共同或共同和连带的）。任何联席保荐人或整体协调人均不对任何其他联席保荐人或整体协调人未能履行其在本协议项下的相应义务承担责任，并且该等不履行行为不应影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述约定，在适用法律允许的范围内，各联席保荐人和整体协调人均有权单独或与其他联席保荐人或整体协调人共同行使其在本协议项下的任何或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares, the Offer Price and the amount of payment required to be made by the Investor pursuant to Clause 4.2 of this Agreement for the purposes of this Agreement.
除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目、发售价及投资者根据本协议第4.2条要求支付的金额以善意作出的计算及厘定应为最终及具约束力的决定。

10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alternation to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，本协议的任何变更或变更均无需事先通知非协议各方的任何人员或征得其同意。

10.6 This Agreement is delivered in the English language. If a Chinese translation of this Agreement is delivered, it is for information purposes only and does not constitute the definitive and legally binding agreement. For the avoidance of doubt, if there is any discrepancy, inconsistency or ambiguity between this Agreement and the translation thereof, the meaning of this Agreement in English shall prevail.
本协议以英文发出。如发出本协议的中文译本，仅作参考用途，并不构成明确和具法律约束力的协议。为免生疑，如本协议与本协议的译本出现任何歧异、不一致或意思含糊，本协议的意义须以英文文本为准。

10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业

费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by written agreement among the Parties.
时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

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.
尽管可根据第4条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第10.11条另有规定的范围内，并非本协议一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，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：

(a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可强制执行及依赖第6.5条，犹如其为本协议一方。

(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).
本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第10.11(a)分条所述人士同意。

10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinators or Joint Sponsors 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.
整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权

力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
任何一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date or Delayed Delivery Date (if applicable), the Company, the

Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或延迟交割日（如适用）或之前违反任何保证，则本公司、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

11. GOVERNING LAW AND JURISDICTION 管辖法律及司法权区

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.
因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索应由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12. IMMUNITY 豁免权

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.
倘在任何司法权区的任何程序（包括仲裁程序）中，投资者享有（基于主权地位或皇室身份或其他理由）为其自身或其资产、财产或收益提出以下豁免申索的权利或能够提出以下豁免申索：免受任何行动、诉讼、程序或其他法律程序（包括仲裁程序）、免受抵销或反诉、免受任何法院的管辖、免受法律文书送达、免受扣押财产或执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）的支持措施、免受为提供救济或强制执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）而开展的其他行动、诉讼或程序，或倘任何该等程序可将任何该等豁免权授予其自身或其资产、财产或收益（不论是否申索）的情况下，投资者特此不可撤销及无条件地放弃及同意不会就任何该等程序请求或要求任何该等豁免。

13. PROCESS AGENT 法律文书代收人

13.1 the Investor irrevocably appoints Li Guozhen at Flat D, 10/F, Blk 4, Villa Athena, Ma On Shan, NT, 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).
投资者不可撤销地委任李帼珍（地址为香港新界马鞍山雅典居4座10楼D室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）

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 Overall Coordinators and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent's acceptance of that appointment, within 30 days thereof.
若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在30天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

14. COUNTERPARTS 副本

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.
本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付

本协议的已签署副本签字页应为有效的交付方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

FOR AND ON BEHALF OF:
为及代表

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹诺医药(苏州)股份有限公司)

By:
签署：

Name: Ma Zhenkun
姓名:马振坤

Title: Executive Director
职衔：执行董事

FOR AND ON BEHALF OF:
为及代表

JUNE STAR GLOBAL LIMITED
骏昇环球有限公司
By:
签署：

Name: Li Guozhen
姓名：李帼珍

Title: Director
职衔：董事

FOR AND ON BEHALF OF:

CITIC SECURITIES (HONG KONG) LIMITED

By:

Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

ABCI Capital Limited

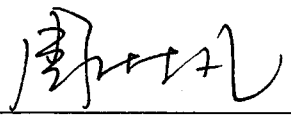
By:

Name: Bryan Bian
Title: Managing Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:

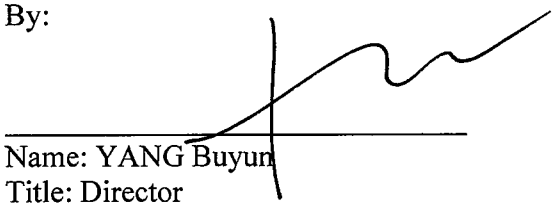


Name: Shufan Zhou (Sandy)
Title: Director

FOR AND ON BEHALF OF:

CLSA LIMITED

By:



Name: YANG Buyun
Title: Director

SCHEDULE 1 附录1
INVESTOR SHARES 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 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 50 H Shares.
投资者股份数目应等于(1) 1,000,000 美元的等值港元（按股章程所报载的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位50H股股份）。

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 oversubscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering – The Hong Kong Public Offering – Reallocation" 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 compliance with including without limitation (i) the relevant requirements under Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders, or (ii) the 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, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules .
根据上市规则第18项应用指引第4.2段、联交所新上市申请人指南第4.14章（经不时更新或修改）及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的H股股份重新分配的影响。倘香港公开发售中的股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。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遵守上市规则下的相关规定，包括但不限于(i) 上市规则第8.08(3)条规定的于上市日期由公众人士持有的H股股份中，由持股量最高的三名公众股东实益拥有的百分比不得超过50%的要求，或（ii）上市规则上市规则规定的最低要求，包括但不限于上市规则第19A.13A条规定的公众持股量规定、上市规则第19A.13C条规定的自由流通量的规定、上市规则第18项应用指引第3.2段及上市规则附录F1所载的配售指引。

SCHEDULE 2 附录2
PARTICULARS OF INVESTOR 投资者详情

The Investor
投资者

Place of incorporation: 注册成立地点：	The British Virgin Islands 英属维尔京群岛
Certificate of incorporation number: 公司注册证书编号：	2118749
Business address and telephone number and contact person: 商业地址及联系电话和联系人：	Flat D, 10/F, Blk 4, Villa Athena, Ma On Shan, NT, Hong Kong +852 51249077; Li Guozhen 香港新界马鞍山雅典居4座10楼D室; +852 51249077; 李帼珍
Principal activities: 主要活动：	Investments 投资
Ultimate controlling shareholder: 最终控股股东：	Li Guozhen 李帼珍
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	N/A
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码和LEI 号码:	N/A
Principal activities of ultimate controlling shareholder: 最终控股股东的主要活动：	N/A
Shareholder and interests held: 股东及持有的权益：	100%
Description of the Investor for insertion in the Prospectus（subject to further comments from the Stock Exchange/SFC）: 待插入招股章程的投资者描述（受限于联交所／证监会进一步意见）：	June Star is a limited company incorporated under the laws of British Virgin Islands on February 23, 2023 and is primarily engaged in medium-to-long-term investments across financial, pharmaceutical and related sectors. As of the Latest Practicable Date, June Star was wholly-owned by Ms. LI Guozhen, an Independent Third Party and an experienced investor with

	over 10 years of investment experience, including medium-to-long-term opportunities in healthcare industry, and has participated in various Hong Kong initial public offerings through international placements.
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 places: 相关投资者类别（联交所FINI的承配人名单模板中要求包含的或FINI 界面要求披露的）：	Cornerstone investor 基石投资者

EXECUTION VERSION

Dated May 13, 2026

TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹諾醫藥(蘇州)股份有限公司)

MA ZHENKUN
(馬振坤)

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

ABCI CAPITAL LIMITED

ABCI SECURITIES COMPANY LIMITED

and

THE HONG KONG UNDERWRITERS
(named in SCHEDULE 1)

HONG KONG UNDERWRITING AGREEMENT

relating to the Hong Kong Public Offering of 828,100 H Shares of par value of RMB1.00 each in TENNOR THERAPEUTICS (SUZHOU) LIMITED
(丹諾醫藥(蘇州)股份有限公司)

THIS AGREEMENT is made on May 13, 2026

BETWEEN:

(1) **TENNOR THERAPEUTICS (SUZHOU) LIMITED (丹諾醫藥(蘇州)股份有限公司)**, a joint stock company incorporated in the PRC with limited liability, whose registered office is at Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, PRC (the "**Company**");

(2) **MA ZHENKUN (馬振坤)**, a U.S. citizen with ID number of 550087789 and whose address is at Room 1201, Building 8, Meisong Garden, Suzhou Industrial Park, Jiangsu, PRC ("**Dr. Ma**");

(3) **CITIC SECURITIES (HONG KONG) LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CITICS**");

(4) **CLSA LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong ("**CLSA**");

(5) **ABCI CAPITAL LIMITED**, whose registered office is at 11/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI Capital**");

(6) **ABCI SECURITIES COMPANY LIMITED**, whose registered office is at 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong ("**ABCI Securities**");

(7) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in SCHEDULE 1 (the "**Hong Kong Underwriters**").

RECITALS:

(A) The Company is a joint stock company established in the PRC with limited liability on June 27, 2025, whose predecessor was 丹諾醫藥(蘇州)有限公司, which was a limited liability company established in the PRC on February 25, 2013. The Company is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the Company has a registered capital of RMB 43,472,926.00 divided into 43,472,926 Shares, with a nominal value of RMB1.00 each.

(B) The Company is proposing to list its H Shares (as defined below) on the Stock Exchange by way of a Global Offering comprising:

(a) Hong Kong Public Offering (as defined herein), comprising an offer for subscription of the Hong Kong Offer Shares, in respect of which this Agreement is being entered into; and

(b) International Offering (as defined herein), comprising an offer for subscription of International Offer Shares to be issued by the Company and an offer for sale of any additional H Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option and Over-allotment Option (if any).

(C) The Group has been managed by Dr. Ma, the founder, chairman of the Board, executive Director, chief executive officer and general manager of the Company. As of the Latest Practicable Date, Dr. Ma, together with the ESOP Platforms (as defined below), controls approximately 13.61% voting rights in the Company. Immediately after the completion of the Global Offering (without taking into account any H Shares which may be issued pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option), Dr. Ma, together with the ESOP Platforms (as defined below), are expected to control approximately 11.42% voting rights in the Company.

(D) CITICS and ABCI Capital have been appointed as the Joint Sponsors to the Company's Listing Application (as defined herein).

(E) CLSA and ABCI Capital have been appointed as the Sponsor-Overall Coordinators, the Overall Coordinators and the Joint Global Coordinators in connection with the Global Offering.

(F) The Joint Sponsors have made the Listing Application on behalf of the Company.

(G) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

(H) Each of the Company and Dr. Ma has agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.

(I) The Company has appointed Tricor Investor Services Limited to act as its H share registrar for the H Shares.

(J) The Company has appointed CMB Wing Lung Bank Limited and China CITIC Bank International Limited as the Receiving Banks for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited and The Ka Wah Bank (Nominees) Limited as the Nominees to hold the application monies under the Hong Kong Public Offering.

(K) The Company, Dr. Ma, the Joint Sponsors, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(L) The Company is expected to grant to the International Underwriters the Offer Size Adjustment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 1,242,050 additional H Shares, subject to and on the terms of the International Underwriting Agreement.

(M) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), to require the Company to allot and issue up to an additional 1,242,050 H Shares at the Offer Price (representing approximately 15.0% of the total number of Offer Shares initially available under the Global Offering assuming

the Offer Size Adjustment Option is not exercised) or up to an aggregate of 1,428,350 additional H Shares at the Offer Price (representing approximately 15.0% of the total number of Offer Shares offered under the Global Offering assuming the Offer Size Adjustment Option is exercised in full), to, among other things, cover any over-allocations in the International Offering, subject to and on the terms of the International Underwriting Agreement.

(N) At a meeting of the Board held on April 2, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and any one Director was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

(O) In connection with the Global Offering, the Company has submitted a filing to the CSRC on August 1, 2025. The CSRC confirmed completion of such filing on January 30, 2026.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 **Introduction:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following words and expressions shall have the respective meanings set out below:

"**Acceptance Date**" means May 19, 2026, being the date on which the Application Lists close in accordance with Clause 4.2;

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

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

"**Admission**" means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal in, the H Shares on the Main Board;

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

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

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

"**Application Proof**" means the application proof of the prospectus of the Company posted on the Stock Exchange's website at http://www.hkexnews.hk on July 30, 2025 and February 3, 2026;

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

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

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

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

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

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

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

"**Capital Market Intermediaries**" or "**CMIs**" means CLSA, ABCI Capital, ABCI Securities, China Renaissance Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited;

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

"**Code of Conduct**" means the Code of Conduct For Persons Licensed by or Registered with the SFC, as amended, supplemented or otherwise modified from time to time;

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

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

"**Company's HK & US Counsel**" means O'Melveny & Myers, being the Company's legal advisers on Hong Kong and US law, located at 31/F, AIA Central, 1 Connaught Road Central, Hong Kong;

"**Company's PRC Counsel**" means AllBright Law Offices, being the Company's legal advisers on PRC law, located at 11, 12/F, Shanghai Tower, No. 501 Yincheng Middle Road, Pudong New Area, Shanghai, PRC;

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

"**Conditions Precedent Documents**" means the documents listed in Parts A and B of SCHEDULE 3;

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

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

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

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

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

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

"**CSRC Filings**" means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable laws, regulations and requirements of the CSRC (including, without limitation, the CSRC Filing Report);

"**CSRC Rules**" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors of the Company whose names are set out in the section headed "Directors and Senior Management" in the Prospectus;

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

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

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

"**ESOP Platforms**" means Suzhou Danyuan Kangnuo Enterprise Management Partnership Enterprise (Limited Partnership) (蘇州丹源康諾企業管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC on August 18, 2021 and whose address is at R1902, Unit 201, Building B6, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, PRC, Suzhou Danyuan Aonuo Consulting Management Partnership Enterprise (Limited Partnership) (蘇州丹源奧諾諮詢管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC on September 8, 2021 and whose address is at R1904, Unit 201, Building B6, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, PRC, and Suzhou Danyuan Nuokang Consulting Management Partnership Enterprise (Limited Partnership) (蘇州丹源諾康諮詢管理合夥企業(有限合夥)), a limited partnership established under the laws of the PRC on September 3, 2021 and whose address is at R1903, Unit 201, Building B6, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, PRC.

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

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

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

"**FINI Agreement**" means the FINI agreement dated April 1, 2026 and entered into between the Company and HKSCC;

"**Final Offering Circular**" shall have the meaning ascribed to it in the International Underwriting Agreement;

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

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

"**Governmental Authority**" means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory

organisation or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign;

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

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

"**HK$**" or "**Hong Kong dollars**" means Hong Kong dollars, the lawful currency of Hong Kong;

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

"**HK eIPO White Form Service Provider**" means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

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

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

"**Hong Kong Offer Shares**" means the 828,100 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 4.9, 4.10 and 4.13;

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

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

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

"**H Share Registrar**" means Tricor Investor Services Limited;

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

"**Hong Kong Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure subscribers to, or failing which itself as principal to, subscribe, pursuant to the terms of this Agreement, as shown opposite its name in

SCHEDULE 1, subject to adjustment and reallocation as provided in Clauses 4.10 and 4.13;

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

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

"**Industry Consultants**" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co. located at 2504 Wheelock Square, 1717 Nanjing West Road, Shanghai, PRC;

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

"**International Offer Shares**" means the 7,452,450 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription subject, to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional H Shares to be issued pursuant to the exercise of the Offer Size Adjustment Option and the Over-allotment Option (if any);

"**International Offering**" means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States (including to professional and institutional investors within Hong Kong) in offshore transactions in reliance on Regulation S under the Securities Act, or in the United States to a limited number of institutional "accredited investors" (as defined in Rule 501(a) under the Securities Act) in reliance on the Rule 506 safe harbor or another available exemption from registration under the U.S. Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

"**International Offering Purchasing Commitment**" means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure placees, or failing which itself as principal to purchase, pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and subject to the Offer Size Adjustment Option and the Over-allotment Option (if any);

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

"**International Underwriting Agreement**" means the International Underwriting Agreement relating to the International Offering to be entered into among the Company, Dr. Ma, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around May 20, 2026;

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

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

"**IP Counsel**" means Jingtian & Gongcheng, being the Company's legal advisers on PRC intellectual property laws, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

"**Joint Bookrunners**" means CLSA, ABCI Capital and China Renaissance Securities (Hong Kong) Limited, being the joint bookrunners to the Global Offering;

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

"**Joint Lead Managers**" means CLSA, ABCI Securities, China Renaissance Securities (Hong Kong) Limited, Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited, being the joint lead managers to the Global Offering;

"**Joint Sponsors**" means CITICS and ABCI Capital, being the joint sponsors to the Listing Application;

"**Laws**" means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, provincial, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong and the PRC);

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

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

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

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board, which is expected to be on May 22, 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) and the listing decisions, guidelines and other requirements of the Stock Exchange;

"**Main Board**" means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with GEM of the Stock Exchange;

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

"**Nominees**" means, in whose name the application moneys are to be held by Receiving Banks under the Receiving Bank Agreement;

"**OC Announcement(s)**" means the announcements dated July 30, 2025 and February 3, 2026 setting out the name(s) of the overall coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

"**Offer Price**" means the fixed offer price of $75.70 per Offer Share (exclusive of Brokerage, Trading Fee, AFRC Levy and Transaction Levy) at which the Offer Shares are to be subscribed and/or purchased pursuant to the Global Offering;

"**Offer Shares**" means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

"**Offer Size Adjustment Option**" means the option expected to be granted by the Company under the International Underwriting Agreement to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to which the Company may be required to allot and issue up to an aggregate of 1,242,050 additional new Shares (representing approximately 15% of the initial number of Offer Shares offered under the Global Offering) at the Offer Price to, among other things, cover any excess demand (if any) in the International Offering, on and subject to the terms of the International Underwriting Agreement;

"**Offer Size Adjustment Option Shares**" means up to 1,242,050 additional H Shares which the Company may be required to allot and issue upon the exercise of the Offer Size Adjustment Option;

"**Offering Circular**" means the final offering circular to be issued by the Company in connection with the International Offering;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Final Offering Circular, the OC Announcements and any other announcement, documents, materials, communications or information made, issued, given, released or used in connection

with or in relation to the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Underwriters;

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

"**Overall Coordinators**" means CLSA and ABCI Capital;

"**Over-allotment Option**" means the over-allotment option to be granted by the Company to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue up to an aggregate of 1,242,050 additional H Shares at the Offer Price (representing approximately 15.0% of the total number of Offer Shares initially available under the Global Offering assuming the Offer Size Adjustment Option is not exercised) or up to an aggregate of 1,428,350 additional H Shares at the Offer Price (representing approximately 15.0% of the total number of Offer Shares offered under the Global Offering assuming the Offer Size Adjustment Option is exercised in full);

"**Over-allotment Option Shares**" means up to 1,242,050 additional H Shares (representing approximately 15.0% of the total number of Offer Shares initially available under the Global Offering assuming the Offer Size Adjustment Option is not exercised) or up to an aggregate of 1,428,350 additional H Shares at the Offer Price (representing approximately 15.0% of the total number of Offer Shares offered under the Global Offering assuming the Offer Size Adjustment Option is exercised in full), which the Company may be required to issue upon the exercise of the Over-allotment Option (if any);

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

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange's website at http://www.hkexnews.hk on May 6, 2026, as amended or supplemented by any amendment or supplement thereto;

"**PRC**" means the People's Republic of China which, for the purposes of this Agreement only, excludes Hong Kong, Macau Special Administrative Region of the People's Republic of China and Taiwan;

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

"**Preliminary Offering Circular**" means the preliminary offering circular dated May 14, 2026 issued by the Company and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

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

"**Prospectus Date**" means the date of issue of the Prospectus, which is expected to be on or about May 14, 2026;

"**Receiving Banks**" means CMB Wing Lung Bank Limited and China CITIC Bank International Limited, the receiving banks appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

"**Receiving Bank Agreement**" means the agreement dated May 12, 2026 entered into between the Company, the Receiving Banks, the Joint Sponsors, the Overall Coordinators, the Nominees and the H Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

"**Registrar Agreement**" means the agreement dated May 7, 2026 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

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

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

"**Reporting Accountant**" means PricewaterhouseCoopers, Certified Public Accountants and Registered Public Interest Entity Auditor;

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

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

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

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

"**Sponsor-Overall Coordinators**" or "**Sponsor-OCs**" means CLSA and ABCI Capital;

"**Sponsor-OC Engagement Letter(s)**" means the engagement letter entered into between the Company and CLSA dated May 23, 2025 and the engagement letter entered into between the Company and ABCI Capital dated May 23, 2025;

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

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

"**Subsidiaries**" means the subsidiaries of the Company, and "Subsidiary" means any one of them;

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

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

"**Transaction Levy**" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

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

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

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

"**Underwriters' PRC Counsel**" means Jingtian & Gongcheng, being the Underwriters' legal advisers on PRC law, of 34/F, Tower 3, China Central Place, 77 Jianguo Road, Chaoyang District, Beijing, PRC;

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

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

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

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

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

"**Warranties**" means the representations, warranties and undertakings given by the Warrantors as set out in SCHEDULE 2;

"**Warrantors**" means the Company and Dr. Ma, and "**Warrantor**" means each of them;

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

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

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

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

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

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

1.3.5 "**Clauses**", "**Paragraphs**", "**Recitals**" and "**Schedules**" are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.6 "**parties**" are to the parties to this Agreement;

1.3.7 the terms "**herein**", "**hereof**", "**hereto**", "**hereinafter**" and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.3.8 the terms "**or**", "including" and "and" are not exclusive;

1.3.9 the terms "**purchase**" and "**purchaser**", when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms "**sell**" and "**sale**", when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the H Shares by the Company;

1.3.10 a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters);

1.3.11 a "**certified copy**" means a copy certified as a true copy by a Director or the secretary of the Company, the Company's PRC Counsel or the Company's HK & US Counsel;

1.3.12 "**written**" or "**in writing**" shall include any mode of reproducing words in a legible and non-transitory form; and

1.3.13 times of day and dates are to Hong Kong times and dates, respectively.

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

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

2 CONDITIONS

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

2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company's HK & US Counsel (on behalf of the Company) all Conditions Precedent Documents as set out in Part A of SCHEDULE 3 and Part B of SCHEDULE 3, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 5:00 p.m. on the Business Day immediately before the Prospectus Date and 4:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;

2.1.2 the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;

2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch, deposit into CCASS or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Underwriters) agree in writing) and Admission not subsequently having been revoked prior to the commencement of trading of the H Shares on the Main Board;

2.1.4 admission into CCASS in respect of the H Shares having occurred and becoming effective (either unconditionally or subject only to allotment and

issue of the relevant Offer Shares, despatch, deposit into CCASS or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);

2.1.5 the execution and delivery of the International Underwriting Agreement by the parties thereto and such agreement not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.6 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;

2.1.7 the Warranties being true, accurate and complete, and not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under this Agreement (as if they had been given and made on such date and time by reference to the facts and circumstances then subsisting);

2.1.8 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

2.1.9 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals in connection with the Global Offering, including that all of the waivers or exemptions (as applicable) as stated in the Prospectus to be granted by the Stock Exchange or the SFC (as applicable) having been granted, and all such Approvals are valid and are not otherwise revoked, rejected, withdrawn, amended or invalidated; and

2.1.10 there has not been any change that would, and could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or result in any development involving a prospective Material Adverse Effect, whether or not arising in the ordinary course of business, the effect of which is in the sole and final judgment of the Joint Sponsors and the Overall Coordinators so material and adverse as to make it impracticable or inadvisable to proceed with the Hong Kong Public Offering on the terms and in the manner contemplated in the Prospectus.

2.2 **Procure fulfilment:** The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the

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

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

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

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

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

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

3 APPOINTMENTS

3.1 **Appointment of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of (i) the Joint Sponsors as the joint sponsors in respect of its application for Admission and its Listing Application; (ii) the Sponsor-OCs as the sponsor-overall coordinators in respect of the Global Offering; (iii) the Overall Coordinators as the overall coordinators in respect of the Global Offering; (iv) the Joint

Global Coordinators as the joint global coordinators in respect of the Global Offering; (v) the Joint Bookrunners as the joint bookrunners of the Global Offering; (vi) the Joint Lead Managers as the joint lead managers of the Global Offering, and (vii) the CMIs as the capital market intermediaries in respect of the Global Offering, and each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the CMIs, relying on the Warranties and subject to the conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment(s) hereunder.

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

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

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

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

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

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

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

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

3.6 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 and 3.4 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.5, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Joint Sponsor, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter (as the case may be) of the Global Offering and the application for Admission, and hereby agrees to ratify and confirm everything each such appointee, Affiliate and delegate under Clause 3.5 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Joint Bookrunners and Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.7 **Limitation of liability:** None of the appointees pursuant to Clauses 3.1 and 3.4 or the other Indemnified Parties shall be responsible for any loss, cost, expense or damage to any persons arising from (i) any transaction carried out by such appointee within the scope of the appointments, authorities and discretions referred to in this Agreement or arising out of the services rendered or duties performed by such appointee under this Agreement or otherwise in connection with the Global Offering and the application for the listing for the listing of, and permission to deal in, the H Shares on the Stock Exchange or (ii) any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

3.8 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.4, as applicable, or by any of the delegates under Clause 3.5 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilization activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.4 or their respective delegates under Clause

3.5. The obligations of the appointees or their respective delegates under Clauses 3.1 to 3.5 are several (and not joint or joint and several) and each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees or their respective delegates under Clauses 3.1 to 3.5 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees or their respective delegates under Clauses 3.1 to 3.5 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable Laws and the selling restrictions set out in the Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely.

3.10 **No liability for the Offering Documents:** Without prejudice to the generality of the foregoing and notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Company or any other person in respect of any loss or damage to any person any person arising from any transaction carried out by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any other Indemnified Party, including, without limitation, the following matters (it being acknowledged by the parties that the Company is solely responsible in this regard):

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

3.10.2 any of the matters referred to in Clauses 9.2.2, 9.2.6 and 9.2.11, and, notwithstanding anything contained in Clause 9**Error! Reference source not found.**, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss (as defined in Clause 9.2) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.11 **No fiduciary duties:** Each of the Company and Dr. Ma acknowledges and agrees that (i) the services rendered by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) in respect of the Hong Kong Public Offering, and the underwriting of the Hong Kong Public Offering by the Hong Kong Underwriters, pursuant to this Agreement, are arm's-length commercial transactions between the Company on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) on the other hand, (ii) in connection with the transactions contemplated

by this Agreement and with the process leading thereto, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is acting solely as principal and not the agent or adviser of the Company or Dr. Ma, (iii) none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters or the Hong Kong Underwriters is acting as the fiduciary of the Company or Dr. Ma nor has assumed an advisory or fiduciary or similar responsibility in favour of the Company or Dr. Ma with respect to the transactions contemplated by this Agreement, the Global Offering or the listing of the Shares on the Stock Exchange or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters), (iv) the Company and/or Dr. Ma on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) on the other hand, are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) to the Company or Dr. Ma regarding such transactions, including but not limited any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Company or Dr. Ma. The Company and Dr. Ma have consulted their own professional advisors including, without limitation, legal, accounting, regulatory, tax and financial advisors to the extent it deemed appropriate, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters (as the case may be) is advising the Company or Dr. Ma or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the Joint Sponsors, any advice to the Company or Dr. Ma on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules in the capacity of the joint sponsors in connection with the proposed listing of the Company) in any jurisdiction, nor shall any of them has any responsibility or liability to the Company or Dr. Ma or any other person with respect thereto; (v) the Warrantors shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement. Any review by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be), the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of Shares on the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) and shall not be on behalf of any of the Warrantors; and (vi) the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company and/or Dr. Ma.

Each of the Company and Dr. Ma agrees that it will not claim that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters, or any of them, has rendered advisory services, or owes a fiduciary or similar duty to the Company or Dr. Ma, in connection with transactions or matters contemplated by this Agreement or the process leading thereto. Each of the Company and Dr. Ma waives to the fullest extent permitted by applicable Laws any claims it may have against any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters for any breach or alleged breach of advisory, fiduciary or similar duty arising in any way from acts contemplated by this Agreement.

3.12 Any transaction carried out by the appointees under Clauses 3.1 and 3.4 within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilising activities conducted in accordance with Clause 6.3) shall constitute a transaction carried out not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.5. The appointees shall not be responsible for any loss or damage to any other such appointee or their respective Affiliates.

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

(i) engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

(ii) explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

(iii) advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

(iv) advised the Company on the information that should be provided to syndicate CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;

(v) provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to syndicate CMIs participating in an IPO which is currently around 75% fixed and 25% discretionary;

(vi) advised and guided the Company and its Directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Governmental Authority which apply to placing activities including the Global Offering, and that the Company and its Directors fully understand the undertake to each of the Joint Sponsors, the Sponsor-OCs, the Overall

Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that they have met or will meet these responsibilities; and

(vii) where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, AFRC Levy and Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company or the Company's HK & US Counsel on the Company's behalf, the Joint Sponsors shall arrange for and the Company shall cause the Formal Notice (in the agreed form) to be published on the official websites of the Stock Exchange and of the Company (www.tennortherapeutics.com) on the day(s) specified in SCHEDULE 5 or such other publications and/or day(s) as may be agreed by the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

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

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

Coordinators may in their sole and absolute discretion determine in the event of such reallocation and the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of such reallocated Offer Shares.

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

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

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

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

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

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

4.4.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.4 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 1):

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

where in relation to such Hong Kong Underwriter:

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

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

C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.9 and 4.10, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of all the Hong Kong Underwriters; and

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

4.5 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.7, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been identified with such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.3 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in SCHEDULE 4.

4.6 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors and the Overall Coordinators pursuant to Clause 4.3, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.4.

4.7 **Hong Kong Underwriters' applications:** In the event of an Under-Subscription, each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10 a.m. on the second (2nd) Business Day after the Acceptance Date, and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, make applications for such number of Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.4, and pay (or procure payment) to the Overall Coordinators or as they may direct the full amount payable on application (being the Offer Price together with the Brokerage, Trading Fee, AFRC Levy and Transaction Levy), for such number of Hong Kong Offer Shares comprising the Under-Subscription as may have fallen to be subscribed and paid for by it pursuant to Clause 4.4 and subject to the terms and conditions set out in the Hong Kong Public Offering Documents (as may be appropriate).

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

4.8 **Power of the Overall Coordinators to make applications:** In the event of an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications for (subject to and in accordance with this Agreement) all or any of the Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.4. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.8 in respect of which payment is made mutatis mutandis in accordance with Clause 4.7 shall satisfy pro tanto the obligation of the relevant Hong Kong Underwriter under Clause 4.4 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

4.9 **Re-allocation from International Offering to Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an "**Over-Subscription**"), then

4.9.1 subject to any required reallocation as set out in Clause 4.9.2, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications; and

4.9.2 in the event of reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering in the circumstances where (a) the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times; or (b) the International Offer Shares are undersubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times, then at the Overall Coordinators' sole and absolute discretion, up to 413,950 Offer Shares may be reallocated from the International Offering to the Hong Kong Public Offering, so that the total number of Offer Shares available for subscription under the Hong Kong Public Offering will increase up to 1,242,050 Offer Shares, representing approximately 15% of the number of Offer Shares initially available under the Global Offering (before exercise of the Offer Size Adjustment Option and the Over-allotment Option) in accordance with Chapter 4.14 of the Guide for New Listing Applicants.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.17.1 in respect of such 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 Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and Practice Note 18 to the Listing Rules.

4.10 **Re-allocation from Hong Kong Public Offering to International Offering**: If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to) reallocate all or any of the Hong Kong Offer Shares comprised in any such Under-Subscription from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering in their sole and absolute discretion. The respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such proportion as the Overall Coordinators may, in their sole and absolute discretion, determine. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be allocated to increase the International Offering Purchasing Commitment of all or any of the International Underwriters in such proportion as the Overall Coordinators in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the

underwriting commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering.

4.11 **Obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.4, Clause 4.7 and/or Clause 4.8 or upon an Over-Subscription having occurred.

4.12 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board to be granted by the Listing Committee.

4.13 **Reduction in the Offer Price and/or the number of Offer Shares:** The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process, reduce the Offer Price and/or the number of Offer Shares below those stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be posted on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (www.tennortherapeutics.com) notices of the reduction. Upon issue of such a notice, the revised Offer Price and/or number of Offer Shares will be final and conclusive and the Offer Price, if agreed upon by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and the Company, will be fixed within such revised range. Such notice will also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the Global Offering statistics as currently set out in the Prospectus, and any other financial information which may change materially as a result of such reduction. The Company shall also, as soon as practicable following the decision to make such change, issue a supplemental prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental prospectus.

5 PAYMENT OF APPLICATION MONIES

5.1 **Issue of Hong Kong Offer Shares**: Upon receipt by the 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 9:00 a.m. on May 21, 2026 (the date specified in the Prospectus for the despatch of Share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and the Operative Documents to the successful

applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, except for certain aspects described in the Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;

5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and

5.1.3 procure that Share certificates in respect thereof (each in a form and substance complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and the Operative Documents.

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

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company as aforesaid) to deduct from such application monies and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) all the amounts (including but not limited to the underwriting commission) payable by the Company pursuant to Clause 5.3 and Clauses 7.1, 7.2, 7.3, 7.4.2 (on the fees of the H Share Registrar) and 7.4.7 (on the fees of the Receiving Banks) (if any); and

5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1, are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 5.3 and Clause 7.1, 7.2 and 7.3, the Company shall, and Dr. Ma 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) and to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company through its bank account (details of which will be notified by the Company pursuant to the Receiving Bank Agreement) pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies.

5.3 **Payment of Brokerage, Trading Fee, AFRC Levy and Transaction Levy for the Company and applicants:** Subject to the receipt of the application monies pursuant to Clause 5.1, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) will arrange for the payment by the Nominees (i) on behalf of all successful applicants under the Hong Kong Public Offering to members of the Stock Exchange and/or the Hong Kong Underwriters (as the case may be) of the Brokerage, (ii) on behalf of the Company and all successful applicants, to the Stock Exchange of the Trading Fee, to the AFRC of the AFRC Levy and to the SFC of the Transaction Levy, in each case in respect of Accepted Hong Kong Public Offering Applications, all such amounts to be paid out of the application money. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominees to deduct and pay such amounts.

5.4 **Refund Cheques:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominees will pay refunds of applications monies, and the H Share Registrar will arrange for the distribution of refund cheques, to those applicants under the Hong Kong Public Offering who are entitled to receive any refund of application monies (in whole or in part) in accordance with terms and conditions of the Hong Kong Public Offering Documents.

5.5 **Separate Bank Account:** The Company agrees that the application monies received for subscription of Hong Kong Offer Shares shall be credited to a separate bank account pursuant to the terms and conditions of the Receiving Bank Agreement.

5.6 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has any liability whatsoever under Clause 5, Clause 7 or otherwise for any default by the Nominees or any other application of funds.

6 OVER-ALLOTMENT OPTION AND STABILISATION

6.1 **Offer Size Adjustment Option:** The Company is expected to grant the Offer Size Adjustment Option to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Offer Size Adjustment is exercised in respect of all or any part of the Offer Size Adjustment Option Shares:

6.2.1 the Offer Size Adjustment Option Shares arising from the exercise of the Offer Size Adjustment Option shall be allocated to the International Offering as International Offer Shares; and

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

6.2 **Over-allotment Option:** The Company will grant the Over-allotment Option to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), pursuant to the terms and conditions of the International Underwriting Agreement and as described in the Offering Documents. If the Over-allotment Option is exercised in respect of all or any part of the Over-allotment Option Shares:

6.2.1 the Over-allotment Option Shares arising from the exercise of the Over-allotment Option shall be allocated to the International Offering as International Offer Shares; and

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

6.3 **Stabilisation:** The Company hereby appoints, to the exclusion of all others, CLSA Limited and/or any person acting for it (the "**Stabilising Manager**") as its stabilising manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date, provided that the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all such other applicable Laws or regulatory requirements shall be complied with by the Stabilising Manager at all times. The Company hereby acknowledges and agrees that the Stabilising Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilising Manager in connection with any stabilisation activities. Such stabilisation activities, if taken, may be discontinued at any time, and shall comply with the regulatory requirement under the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance. All liabilities, expenses and losses (calculated on a mark-to-market basis at the end of the stabilizing period) arising from stabilisation activities and transactions effected by the Stabilising Manager pursuant to this clause shall be debited to the International Underwriters for the respective accounts which is in the same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. And any

profit arising from them shall be beneficially credited to the Sponsor-OCs and the arrangement of the amount shall be a matter subject to the terms and conditions of the International Underwriting Agreement. The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager.

Each of the Hong Kong Underwriters (other than the Stabilising Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorise any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include exercise of the Over-allotment Option (if any)). The undertaking given by the Hong Kong Underwriters is given on a several (and not joint or joint and several) basis.

6.4 **No stabilisation by the Company and Dr. Ma:** Each of the Company and Dr. Ma undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them and will procure Dr. Ma to following the same undertaking that it will not, and will cause its Affiliates or any of its or its Affiliates' respective promoters, representatives, partners, directors, supervisors, officers, employees, assignees, advisers, consultants and agents, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.4.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.4.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.4.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

The undertaking given by the Company and Dr. Ma under this Clause 6.4 is given on a joint and several basis.

7 COMMISSIONS, FEES AND EXPENSES AND INCENTIVE FEE

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4), out of

which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the underwriting commission, taking into account any reallocation of Offer Shares pursuant to Clause 4, will be set out in the International Underwriting Agreement, which shall be the final and conclusive determination on their respective entitlement to the Underwriting Commission. If any adjustment is made to the respective entitlements of the Hong Kong Underwriters to the underwriting commission compared to their respective Sponsor-OC Engagement Letters, OC engagement letters and CMI engagement letters (including any supplemental agreements, if any) entered into between the Company and the respective Sponsor-OCs, Overall Coordinators and CMIs in the International Underwriting Agreement, such adjustment shall be conducted in compliance with the Listing Rules. The payment by the Company to the Overall Coordinators of the underwriting commission in the manner set out in this Clause 7.1 shall be a full discharge of the Company's obligation to the Hong Kong Underwriters to pay the underwriting commission and the Company shall not be concerned with the allocation and distribution of the underwriting commission among the Hong Kong Underwriters.

7.2 **Incentive Fee:** The Company agrees at its sole and absolute discretion to pay any one or all of the Underwriters an additional incentive fee of an aggregate of 1.0% of the Offer Price for each Offer Share, the payment and amount of which is expected to be determined on or before May 20, 2026. For the avoidance of doubt, the actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among the Underwriters, shall be determined and communicated to each Capital Market Intermediary at or around the May 20, 2026and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) on FINI), in accordance with such engagement letters between the Company and the respective Overall Coordinator or Capital Market Intermediary and in compliance with the Code of Conduct and the requirements under the Listing Rules.

7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Joint Sponsors pursuant to and in accordance with the terms of the engagement letters entered into between the Company and the Joint Sponsors respectively.

7.4 **Other costs payable by the Company:** Subject to Clause 7.5, all fees, costs, charges, Taxation and other expenses of, in connection with or incidental to the Global Offering and its associated transactions and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:

7.4.1 fees and expenses of the Reporting Accountant;

7.4.2 fees and expenses of the H Share Registrar and the HK eIPO White Form Service Provider;

7.4.3 fees and expenses of all Legal Advisers and any other legal advisors to the Company and the Underwriters;

7.4.4 fees and expenses of any public relations consultants;

7.4.5 fees and expenses of the Internal Control Consultant and the Industry Consultant;

7.4.6 fees and expenses of any translators engaged by the Company;

7.4.7 fees and expenses of the Receiving Banks and the Nominees;

7.4.8 fees and expenses of other agents, consultants and advisors of the Company relating to the Global Offering;

7.4.9 fees and expenses related to the application for listing of the H Shares on the Main Board, the CSRC Filings, the filing or registration of any documents with any relevant authority and the qualification of the Offer Shares in any other jurisdiction as referred to in the Offering Documents;

7.4.10 all other roadshow costs and expenses (including the fees and expenses of any consultant engaged by the Company in connection with the roadshow);

7.4.11 costs and expenses incurred for conducting pre-marketing and investor education relating to the Global Offering;

7.4.12 fees and expenses of the financial printer retained for the Global Offering;

7.4.13 all printing and advertising costs in relation to the Global Offering;

7.4.14 all costs of preparation, printing, despatch and distribution of the Offering Documents in relation to the Global Offering, and all amendments and supplements thereto;

7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing;

7.4.16 all costs of printing, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

7.4.17 the Trading Fee, the AFRC Levy and the Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any), stamp duty and any other fees, charges, costs, expenses, Taxes and levies payable in respect of the creation, issue, sale and delivery of the Offer Shares, the execution and delivery of and the performance of any provisions of this Agreement;

7.4.18 all cost of preparing, printing or producing this Agreement, the International Underwriting Agreement, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares;

7.4.19 all fees and expenses related to background searches, company searches, litigation and legal proceeding searches, bankruptcy and winding-up searches and directorship searches in connection with the Global Offering;

7.4.20 travelling, telecommunications, postage, roadshow and other out-of-pocket expenses incurred by the Hong Kong Underwriters or any of them or on their or its behalf under this Agreement or in connection with the Hong Kong Public Offering;

7.4.21 all costs and expenses incurred by the Company related to the preparation and launching of the Global Offering;

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

7.4.23 fees and expenses related to the registration of the Hong Kong Public Offering Documents with any relevant authority, including without limitation, the Registrar of Companies in Hong Kong;

7.4.24 all processing charges and related expenses payable to Hong Kong Securities Clearing Company Limited; and

7.4.25 all CCASS transaction fees payable in connection with the Global Offering;

7.4.26 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Underwriters or any of them or on their behalf under this Agreement and International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Section 7.3 as approved by the Company,

shall be borne by the Company but subject to the terms of the conditions under the respective engagement letters entered into between the Company and the relevant parties (including but not limited to the Joint Sponsors, the Overall Coordinators and the syndicate CMIs). The Company shall, and Dr. Ma shall procure the Company to, pay all the fees, costs, charges, Taxation and expenses incurred in connection with the listing of the Shares on the Main Board including, without limitation, Brokerage, Trading Fee, AFRC Levy and Transaction Levy payable by the Company and any stamp or capital duty or other similar tax arising from the creation, issue and allotment or sale of Offer Shares pursuant to the Global Offering.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission and incentive fee under Clauses 7.17.1 and 7.2, but the Company shall, and Dr. Ma shall procure the Company to pay or reimburse to the relevant parties, all costs, fees, charges, taxes and expenses referred to in Clause 7.3 and 7.4 which have been incurred or are liable to be paid by the Hong Kong Underwriters and/or by the Joint Sponsors and/or by the Joint Global Coordinators and/or by the Joint Bookrunners and/or by the Joint Lead Managers and/or by the CMIs and/or by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the costs, fees, charges, taxes and expenses which are expressed to be borne by the Company within 15 Business Days of the first written request by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead

Managers, the CMIs or the relevant party which incurred the cost, expenses, fees and charges, as the case may be.

7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 (if not so deducted pursuant to Clause 5.1) or the balance of such commissions, fees, costs, charges and expenses (if the amount deducted pursuant to Clause 5.1 shall be insufficient for the purposes of covering such commissions, fees, costs, charges and expenses) shall be payable by the Company within 15 Business Days of the first written request by the Joint Sponsors, the Overall Coordinators or by the relevant party incurring the commissions, fees, costs, charges or expenses, whichever is the earlier. All payments to be made by the Company under this Clause shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them in the terms set out in Part A of SCHEDULE 2, and Dr. Ma hereby represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them in the terms set out in Part B of SCHEDULE 2. Each of the Warrantors further jointly and severally acknowledge that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 **Full force:** The Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

8.3 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.3.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.3.2 on the Prospectus Date;

8.3.3 on the Acceptance Date;

8.3.4 on the date of the International Underwriting Agreement;

8.3.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

8.3.6 immediately prior to (i) the application to purchase or procurement of applications to purchase all or any of the Unsubscribed Shares by the Overall Coordinators and/or the other Hong Kong Underwriters and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.4 and/or Clause 4.8 (as the case may be);

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

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

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

8.3.10 the date(s) on which the Over-allotment Option (or any part thereof) is exercised; and

8.3.11 the date on which the stabilisation period expires;

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true and accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents made or delivered under Clause 8.7 subsequent to the date of the registration of the Prospectus, or any approval by the Overall Coordinators and/or the Joint Sponsors, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in Clause 8.3 shall affect the on-going nature of the Warranties.

8.4 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

8.5 **Notice of breach of Warranties:** Each of the Warrantors hereby jointly and severally undertakes to immediately notify the Joint Sponsors, Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties are untrue, incomplete, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.3 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, incomplete, inaccurate or misleading in any respect or any significant new factor likely to affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).

8.6 **Undertakings:** Each of the Warrantors hereby jointly and severally undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not,

do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incomplete, incorrect or misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.3 or which could materially and adversely affect the Global Offering or at any time immediately prior to the commencement of dealings in the H Shares on the SEHK enter into any contract or commitment of an unusual or onerous nature, whether or not that contract or commitment, if entered into prior to the date hereof, would constitute a material contract or a material commitment for the purpose of the Prospectus. Without prejudice to the foregoing, the Company agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

8.7 **Remedial action and announcements:** If at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.3, any event shall have occurred or any matter or event or fact is discovered or comes to the attention of any of the Warrantors (i) as a result of which any of the Warranties, if repeated immediately after the occurrence or discovery of such matter or event or fact, would be untrue or inaccurate or misleading or breached in any respect or (ii) which would or might result in the Offering Documents or any of them containing an untrue or misleading statement of fact or opinion or omitting to state any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents or any of them (assuming that the relevant documents were to be issued immediately after occurrence of such matter or event) or (iii) which would or might result in any breach of the representations, warranties or undertakings given by any Warrantor or any circumstances giving rise to a claim under any of the indemnities contained in, or given pursuant to, this Agreement, or (iv) which is likely to adversely affect the Global Offering, any Warrantor or the Hong Kong Underwriters, such Warrantor shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and, without prejudice to any other rights of the Joint Sponsors, the Overall Coordinators, Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters under this Agreement in connection with the occurrence or discovery of such matter or event or fact, such Warrantor shall at his /its own expense as soon as practicable, take such remedial action as may be necessary or advisable to correct such statement or omission or effect such compliance with applicable Laws or requested by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to remedy such matter or event or fact, including issuing or publishing, distributing or making publicly available any announcement, supplement or amendment in relation to the Offering Documents or any of them, and shall supply the Overall Coordinators, the Joint Sponsors or such persons as they may direct, with such number of copies of the aforesaid documents as they may require, provided, however, that any approval by the Joint Sponsors and the Overall Coordinators of any amendment or supplement to the Offering Documents, and any delivery to investors of such amendment or supplement to the Offering Documents or any of them, shall not (i) constitute a waiver or modification or prejudice of any rights of the Hong Kong Underwriters under this Agreement or (ii) result in the loss of the Overall Coordinators' and the Joint Sponsors' right to terminate this Agreement (whether by reason of such misstatement or omission

resulting in a prior breach of any of the Warranties or otherwise) for themselves and on behalf of the Hong Kong Underwriters.

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

8.8 **Knowledge:** A reference in this Clause 8 or in SCHEDULE 2 to any Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry and that the Warrantor has used its best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects and not misleading or deceptive. Notwithstanding that any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.9 **Obligations personal:** The obligations of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.

8.10 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMIs and/or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, Joint Bookrunners, Joint Sponsors, Joint Lead Managers, the CMIs and the Hong Kong Underwriters) against any other person under the same or a similar liability.

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

9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties to recover any loss, damage, payment, cost, charge, expense or Taxation which any of the Indemnifying Parties may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering, the allotment or issue of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents or any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 **Indemnity:** Each of the Warrantors (collectively the "**Indemnifying Parties**" and each an "**Indemnifying Party**") jointly and severally undertakes, from time to time, to indemnify, hold harmless and keep each of the Indemnified Parties fully indemnified on demand and, on an after-Taxation basis, against (i) all actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party (including, without limitation, any investigation or inquiry by or before any Governmental Authority) ("**Proceedings**"), and (ii) all losses, liabilities, damages, payments, costs (including legal costs), disbursements, charges, expenses (including, without limitation, all payments, costs and expenses arising out of or in connection with the investigation, defence or settlement or compromise of any such Proceedings or the enforcement of any such settlement or compromise or any judgment obtained in respect of any such Proceedings) and Taxation ("**Losses**") which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:

9.2.1 the execution, delivery and performance by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Hong Kong Public Offering Documents or otherwise in connection with the Global Offering; or

9.2.2 the issue, publication, distribution, use or making available of any of the Offering Documents, all notices, announcements, advertisements, communication, roadshow materials or other documents in connection with the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them) (the "**Related Public Information**"); or

9.2.3 the execution, delivery or performance of this Agreement by the Warrantors and/or offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares; or

9.2.4 any breach or alleged breach on the part of any of the Warrantors or any action or omission of any Group Company or Dr. Ma resulting in a breach of any of the provisions of the Articles of Association, this Agreement or the International Underwriting Agreement; or

9.2.5 any of the Warranties being untrue, incomplete, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or

9.2.6 any of the Related Public Information, containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or being or alleged to be defamatory of any person or any jurisdiction; or

9.2.7 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto (in each case, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters or any of them), containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares or being or alleged to be defamatory of any person or any jurisdiction; or

9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the distribution of any of the Offering Documents, the CSRC Filings or any announcements, documents, materials, communications or information whatsoever made, given, released or issued arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters) and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents and this Agreement and the International Underwriting Agreement; or

9.2.9 any statement in any of the Offering Documents, or in any announcements, documents, materials, communications or information whatsoever made, given, released or arising out of, in relation to or in connection with the Group or the Global Offering (whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters) being or alleged to be defamatory of any person or any jurisdiction; or

9.2.10 any act or omission of any Group Company or Dr. Ma in relation to the Global Offering; or

9.2.11 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information or the CSRC Filings, being or alleged to be untrue, incomplete, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or the fact or any allegation that the Related Public Information do not or did not, contain all information material in the context of the Global Offering or otherwise required to be stated therein; or

9.2.12 any new interpretation of Laws or regulations or any new Law or regulation or any change or development involving a change in the interpretation of Laws or regulations that affects, or is likely to affect the existing operation of any Group Company; or

9.2.13 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals in connection with the Global Offering; or

9.2.14 a valid demand by any creditor of any member of the Group Company for repayment or payment of any indebtedness of any member of the Group Company or in respect of which any member of the Group is liable prior to its stated maturity with or without breach on the part of the relevant member of the Group Company;

9.2.15 any loss or damage sustained by any member of the Group Company;

9.2.16 any failure or alleged failure by the Company, Dr. Ma, or any of the directors or the supervisors of the members of the Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering) or any Director being charged with an offence or prohibited by operation of law or otherwise disqualified from taking part in management of the Company, or the commencement of any government authority of public action, investigation or proceedings against a Director or an announcement by any such authority that it intends to take any such action; or

9.2.17 the breach or alleged breach by any Group Company or Dr. Ma of the applicable Laws in any respect; or

9.2.18 any litigation, action, proceeding, investigation, governmental or regulatory investigation or proceeding by or before any Governmental Authority or any agency or body or any other party, commercial or otherwise, having instigated, commenced or been threatened against the Company, any Group Company or any of the Directors, or settlement of any such investigation, action or proceeding; or

9.2.19 the operation of the White Form eIPO service and the performance of all services in connection herewith; or

9.2.20 any breach by the Company or Dr. Ma of the terms and conditions of the Hong Kong Public Offering; or

9.2.21 any other matter arising in connection with the Global Offering.

provided that the indemnity provided in this Clause 9.2 shall not apply in respect of an Indemnified Party if any such action, claim or proceeding, or any such Losses suffered or incurred is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been caused solely and directly by the fraud, wilful misconduct or gross negligence on part of such Indemnified Party. The non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

9.3 **Notice of claims**: If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it shall as soon as practicable give notice thereof to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing with reasonable details thereof.

9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, promptly notify the Warrantors of the institution of such Proceeding, provided, however, that the omission to so notify the Warrantors shall not relieve any of the Warrantors from any liability which it may have to any Indemnified Party under this Clause 9 or otherwise. Each of the Warrantors may participate at its expense in the defence of such Proceedings including appointing counsel at its expense to act for it in such Proceedings; provided, however, except with the consent of the Overall Coordinators (on behalf of any Indemnified Parties), that counsel to the Warrantors shall not also be counsel to the Indemnified Parties. Unless the Overall Coordinators (on behalf of any Indemnified Parties) consent to counsel to the Warrantors acting as counsel to such Indemnified Parties in such Proceeding, the Overall Coordinators (on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Warrantors and paid as incurred.

9.5 **Settlement of claims:** Each of the Warrantors shall not, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or

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

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

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

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

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

9.7 **Arrangements with advisors:** If any Indemnifying Party enters into any agreement or arrangement with any advisor for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the advisor to such Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such advisor to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

9.7.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party; and

9.7.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

9.7.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.

9.9 **Payment free from counterclaims/set-offs**: All payments made by the Warrantors under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by Laws. If any of the Warrantors makes a deduction or withholding under this Clause 9, the sum due from such Warrantor shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

9.10 **Payment on demand**: All amounts subject to indemnity under this Clause 9 shall be paid by Warrantors as and when they are incurred within ten Business Days of a written notice demanding payment being given to the Warrantors by or on behalf of an Indemnified Party.

9.11 **Taxation**: If a payment under this Clause 9 will be or has been subject to Taxation, the Warrantors shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

9.12 **Other rights of the Indemnified Parties**: The provisions of the indemnities under this Clause 9 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.

9.13 **Full force**: The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall, and Dr. Ma undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters and each of them that it shall procure the Company to:

10.1 **Compliance by the Company:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Company (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all requirements of the Stock Exchange, the SFC, the CSRC or any other Governmental Authority and all applicable Laws in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including but without limitation to:

10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.4, to the applicants under Clauses 4.7 and 4.8, respectively, on terms that the Hong Kong Offer Shares, when issued, will rank pari passu in all respects with the existing issued Shares, including the right to rank in full for all distributions to be declared, paid or made by the Company after the time of their allotment, and that they will rank pari passu in all respects with the International Offer Shares;

10.1.2 as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than May 21, 2026 (the date specified in the Prospectus for the despatch of share certificates), causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for collection in accordance with the terms of the Hong Kong Public Offering to successful applications or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such CCASS participant(s) as may be specified for such purpose by or on behalf of the relevant applicant, and procuring that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee);

10.1.3 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not subsequently withdrawn, cancelled or revoked;

10.1.4 obtaining all necessary Approvals from and making all necessary filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong

and the Stock Exchange, the SFC, the CSRC and other relevant Governmental Authority, as applicable;

10.1.5 making available on display the documents referred to in the paragraph headed "Documents Delivered to the Registrar of Companies and Available on Display" in Appendix VII to the Prospectus for the period and at the websites stated therein;

10.1.6 procuring that the H Share Registrar, the HK eIPO White Form Service Provider, the Nominees, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement and the Receiving Bank Agreement, that they shall do all such acts and things as may be required to be done by it in connection with the Global Offering, and that none of the terms of the appointments of the Hong Kong Registrar, the HK eIPO White Form Service Provider, the Nominees and the Receiving Banks shall be amended without the prior written consent of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

10.1.7 procuring that none of the Directors, Dr. Ma or their respective associates (as defined in the Listing Rules) will himself/itself (or through a company controlled by him or them), apply for Hong Kong Offer Shares either in his/its own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;

10.1.8 procuring that none of the connected persons, existing shareholders of the Company or their respective associates (as defined in the Listing Rules) will (i) itself (or through a company controlled by it), apply for Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or having obtained waiver or consent from the Stock Exchange, or (ii) directly or indirectly induce, fund, back, finance, or make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares, the Company will make due and careful enquiries as to whether there is any such application or arrangement and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any connected person, existing shareholders of the Company or their close associates either in its own name or through a controlled company or nominee or any arrangement under (ii) above, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters);

10.1.9 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters);

10.1.10 furnishing to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), copies of the amendment or supplement to the Prospectus, if any, signed by an authorised officer of the Company and additional copies of the Prospectus in such quantities as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), may from time to time reasonably request;

10.1.11 complying with (and the Company hereby confirms that it has duly complied with) the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, the CSRC Rules and all requirements of the Stock Exchange, the SFC, the CSRC or any Governmental Authority in respect of or by reason of the matters contemplated by this Agreement and otherwise with the Global Offering, including, without limitation:

(i) cooperating with and fully assisting, and procuring the members of the Group, Dr. Ma, the substantial shareholders, associates of the Company, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters, to facilitate its performance of its duties and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including, without limitation, the CSRC Rules, the Code of Conduct and the Listing Rules; and

(ii) giving every assistance, and procuring the members of the Group, Dr. Ma, the substantial shareholders, associates of the Company, and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to give every assistance, to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters to meet its obligations and responsibilities to provide materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct (including without limitation all materials and information as specified under 21.3 and 21.4 thereof), the Listing Rules (including without limitation Chapter 3A and paragraph 19 of Appendix 6 thereof) and the CSRC Rules;

10.1.12 procuring that none of the Company, any other Group Company and/or any of their respective directors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any other Group Company that is not, or is not reasonably expected to be, included in each of the Prospectus, the CSRC Filings, Preliminary Offering Circular and the

Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the date of the International Underwriting Agreement;

10.1.13 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the Prospectus Date, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital or (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise);

10.1.14 procuring that all of the net proceeds received by it pursuant to the Global Offering will be used in the manner specified in the section headed "Future Plans and Use of Proceeds" in the Prospectus, unless otherwise agreed to be changed (such change to be in compliance with the applicable Listing Rules and the requirements of the Stock Exchange) with the prior written consent of the Overall Coordinators and the Joint Sponsors, and the Company shall provide reasonable prior notice and the details of such change to the Overall Coordinators and the Joint Sponsors;

10.1.15 obtaining and maintaining all Approvals (if any) required in the PRC by the Company to acquire its required foreign currency;

10.1.16 complying with the Stock Exchange's rules, guidance or other regulatory requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and announce by way of press announcement any such information required by the Stock Exchange to be published and disseminated to the public, provided that no such press announcement shall be issued by the Company without having been submitted to the Joint Sponsors and the Overall Coordinators for their review not less than three Business Days prior to such issuance or such shorter period of time as is necessary for the Company to avoid violation of any law or regulation applicable to it;

10.1.17 complying with (and the Company hereby confirms that it has duly complied with) all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Governmental Authority), including, without limitation:

(i) complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

(ii) complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Listing Rule 3A.46, including but not limited to keeping the syndicate members informed of any material changes to information provided

under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its directors;

(iii) notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

(iv) keeping the Overall Coordinators informed of any material change to the information previously given to the Stock Exchange, the SFC and the CSRC under paragraph (ii) of Clause 10.1.11 above, and to enable the Overall Coordinators to provide (or procuring their provision) to the Stock Exchange, the SFC and/or the CSRC, in a timely manner, such information as the Stock Exchange, the SFC or the CSRC may require;

(v) providing to or procuring for the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1.11 and this Clause to them; and

(vi) complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct, the Listing Rules and the CSRC Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator; and

10.1.18 informing the Stock Exchange, the SFC and the CSRC of such change or matter if so required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters.

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

10.3 **H Share Registrar and HK eIPO White Form Service Provider:** procure that the H Share Registrar and the HK eIPO White Form Service Provider shall do all such acts

and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein.

10.4 **Receiving Banks and Nominees:** procure that the Receiving Banks and the Nominees shall do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated herein.

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

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

10.5.2 enter into any commitment or arrangement which could reasonably be expected to have a Material Adverse Effect or adversely affect the Global Offering;

10.5.3 take any steps which would be materially inconsistent with any expression of policy, expectation or intention in the Prospectus;

10.5.4 amend any of the terms of the appointments of the H Share Registrar, the Nominees, the Receiving Banks and the HK eIPO White Form Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;

10.5.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association and/or the by-laws; and

10.5.6 without the prior written approval of the Joint Sponsors and the Overall Coordinators (on behalf of the Hong Kong Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents.

10.6 **Maintain listing and regulatory and other compliance:**

10.6.1 maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the Shares on the Main Board, and comply with the Listing Rules and all requirements of the Stock Exchange, the SFC and the CSRC, for at least two years after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.6.2 deliver to the Stock Exchange, as soon as practicable, the declaration to be signed by the Company in the form set out in Form F published in Regulatory Forms (as defined in the Listing Rules);

10.6.3 procure that the audited accounts of the Company for its financial year ending 31 December 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountant set out in Appendix I to the Prospectus;

10.6.4 comply with the CSRC Rules, the Stock Exchange's rules, guidance or other requirements to publish and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and announce by way of publishing an announcement on its own website and on the Stock Exchange's website any information required by the Stock Exchange, the SFC, the CSRC and any other Governmental Authority to be published and disseminated to the public, provided that the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice and give the Joint Sponsors and the Overall Coordinators reasonable opportunity to review and comment on such announcement prior to such issuance;

10.6.5 comply with all applicable Laws (including, without limitation, the CSRC Archive Rules) in material aspects in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;

10.6.6 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notify the CSRC or the relevant PRC Governmental Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;

10.6.7 keep the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, or of any other relevant Authority in relation to the Global Offering, and to enable the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, or any such relevant Governmental Authority, in a timely manner, such information as the CSRC, the Stock Exchange, or any such relevant Governmental Authority may require in relation to the Global Offering;

10.6.8 not take, and Dr. Ma not to take, directly or indirectly, any action which is designed to stabilise or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance (Cap 571 of the Laws of Hong Kong), provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.6.8;

10.6.9 comply with Rule 13.49(1) of the Listing Rules in respect of the publication of annual results and to submit the draft announcement to the Overall Coordinators and the Joint Sponsors for review not less than seven Business Days prior to the publication;

10.6.10 at all times adopt and uphold a securities dealing code no less exacting than the "Model Code for Securities Transactions by Directors of Listed Issuers" set out in the Listing Rules and use its best endeavours to procure that the Directors uphold, comply and act in accordance with the provisions of the same;

10.6.11 maintain the appointment of a compliance adviser as required by the Listing Rules;

10.6.12 comply with all the undertakings and commitments made by it or the Directors in the Prospectus;

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

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

10.6.15 prior to the expiration of one year after the Listing Date, the Company or Dr. Ma will not, and will not permit any of their respective “affiliates” (within the meaning of Rule 144 under the Securities Act) to, resell any of the Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them; and

10.6.16 comply with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Codes on Takeovers and Mergers and Share Buy-backs to the extent applicable.

10.7 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant and any recommend measures proposed by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its board of Directors with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.8 **Significant changes:** If, at any time within 12 months after the Listing Date:

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

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

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

then:

(a) promptly provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters;

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

(c) if so required by the Stock Exchange or the CSRC, the Overall Coordinators or the Joint Sponsors, promptly amend and/or prepare and deliver (through the Joint Sponsors) to the Stock Exchange or the CSRC for approval, documentation containing details thereof in a form agreed by the Overall Coordinators and the Joint Sponsors and publish such documentation in such manner as the Stock Exchange or the CSRC may require, or the Overall Coordinators or the Joint Sponsors may reasonably require; and

(d) make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

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

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

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

10.9 **Offer of the Shares:** The Company and Dr. Ma hereby undertake to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and each of them:

10.9.1 to comply with the restrictions under Clause 12;

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

10.9.3 not to solicit any offer to buy or offer or sell the Offer Shares by means of any form of general solicitation or general advertising (as such terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section 4(2) of the Securities Act; and

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

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

10.11 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

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

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

(a) any new law or regulation or any change or development involving a prospective change in existing law or regulation, or any change or development involving a prospective change in the interpretation or application thereof by

any court or other competent authority in or affecting Hong Kong, the PRC, Singapore, Japan, the United States, the United Kingdom or the European Union (or any member thereof) or any other jurisdictions relevant to the Group (each a "**Relevant Jurisdiction**"); or

(b) any change or development involving a prospective change or development, or any event or series of events likely to result in or representing a change or development, or prospective change or development, in local, national, regional or international financial, political, military, industrial, economic, currency market, fiscal or regulatory or market conditions or any monetary or trading settlement system (including, without limitation, conditions in stock and bond markets, money and foreign exchange markets and inter-bank markets, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or a change of the Hong Kong dollars or of the Renminbi against any foreign currencies) in or affecting any Relevant Jurisdiction; or

(c) any event or series of events, whether in continuation, or circumstances in the nature of force majeure (including, without limitation, acts of government, labour disputes, strikes, lock-outs, fire, explosion, earthquake, flooding, tsunami, volcanic eruption, civil commotion, riots, rebellion, public disorder, acts of war (whether declared or undeclared), acts of terrorism (whether or not responsibility has been claimed), acts of God, accident or interruption in transportation, destruction of power plant, outbreak, escalation, mutation or aggravation of diseases, epidemics or pandemics including, but not limited to, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS), COVID-19 and such related/mutated forms, economic sanction, in whatever form) in or directly or indirectly affecting any Relevant Jurisdiction; or

(d) any local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared) or other state of emergency or calamity or crisis in whatever form) political change, paralysis of government operations, interruption or delay in transportation, other industry action in or directly or indirectly affecting any Relevant Jurisdiction; or

(e) any moratorium, suspension or restriction (including, without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) in or on trading in any securities of any other member of the Group listed or quoted on a stock exchange or an over-the-counter market, or trading in securities generally on the Stock Exchange, the New York Stock Exchange, the NYSE Amex, the NASDAQ Global Market, the London Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or

(f) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Governmental Authority), New York (imposed at Federal or New York State level or other competent Governmental Authority), London, Singapore, the PRC, the European Union (or any member thereof), Japan or any Relevant Jurisdiction or any disruption in commercial banking or foreign

exchange trading or securities settlement or clearance services, procedures or matters in any Relevant Jurisdiction; or

(g) any (A) change or prospective change in exchange controls, currency exchange rates or foreign investment regulations (including, without limitation, a change of the Hong Kong dollars or RMB against any foreign currencies, a change in the system under which the value of the Hong Kong dollars is linked to that of the United States dollars or RMB is linked to any foreign currency or currencies), or (B) any change or prospective change in Taxation in any Relevant Jurisdiction adversely affecting an investment in the H Shares; or

(h) the imposition of sanctions or the withdrawal of trading privileges, in whatever form, in or affecting any Relevant Jurisdiction;

(i) any change or development involving a prospective change which has the effect of materialisation of any of the risks set out in the section headed "Risk Factors" in the Prospectus; or

(j) any litigation, dispute or claim being threatened or instigated against the Company, any Group Company, any Director, Dr. Ma, or any litigation, dispute or claim being threatened or instigated which would affect the operation, financial condition, reputation or composition of the board of the Group; or

(k) any contravention of the Companies Ordinance, the PRC Company Law, the Listing Rules or any other Law by the Company, any Group Company, any Director, or Dr. Ma; or

(l) any litigation or claim being threatened or instigated against, or any Governmental Authority or any regulatory body or organisation in any Relevant Jurisdiction commencing any investigation, action or proceedings, or announcing an intention to investigate or take other action or proceedings, against the Company, any Group Company, any Director, or Dr. Ma; or

(m) any order or petition for, or any demand by creditors for repayment of indebtedness or a petition being presented for the winding-up or liquidation of any Group Company, or any Group Company making any composition or arrangement with its creditors or entering into a scheme of arrangement or any resolution being passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager being appointed over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or

(n) any Proceedings of any third party being threatened or instigated against any member of the Group; or

(o) the imposition of sanctions or economic sanctions, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction on the Company or any Group Company; or

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the

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

11.1.2 there has come to the notice of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

(a) that any statement contained in the Offering Documents, the Operative Documents, the Preliminary Offering Circular and/or any notices, announcements, advertisements, communications issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) was or has become untrue, incomplete, incorrect or misleading or any forecasts, estimate, expressions of opinion, intention or expectation expressed in the Offering Documents and/or any notices, announcements, advertisements, communications so issued or used are not fair and honest and made on reasonable grounds or, where appropriate, based on reasonable assumptions, when taken as a whole; or

(b) non-compliance of the Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Law; or

(c) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, not having been disclosed in the Offering Documents, constitutes an omission therefrom; or

(d) either (i) there has been a breach of any of the representations, warranties, undertakings or provisions of either this Agreement or the International Underwriting Agreement by any of the Warrantors or (ii) any of the representations, warranties and undertakings given by the Warrantors in this Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, incorrect, incomplete or misleading; or

(e) any event, act or omission which gives or is likely to give rise to any liability of the Warrantors pursuant to the indemnities given by the Warrantors under this Agreement; or

(f) any breach of any of the obligations of the Warrantors under this Agreement or the International Underwriting Agreement; or

(g) a material portion of the orders in the bookbuilding process, or the investment commitments by any cornerstone investors after signing of agreements with such cornerstone investors, have been withdrawn, terminated or cancelled; or

(h) the issue or requirement to issue by the Company of a supplemental or amendment to the Prospectus, Preliminary Offering Circular or Offering Circular or other documents in connection with the offer and sale of the H Shares pursuant to the Companies Ordinance, Companies (Winding Up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange, the SFC or the CSRC; or

(i) any of the Directors, the chief executive officer or the chief financial officer of the Company vacating his or her office; or

(j) any of the Directors, the chief executive officer or the chief financial officer of the Company being charged with an indictable offence or prohibited by operation of Laws or otherwise disqualified from taking part in the management of a company or the commencement by any governmental, political, regulatory body of any action against any of them or any announcement by any governmental, political, regulatory body that it intends to take any such action; or

(k) any cornerstone investor is unlikely to fulfil its obligation under the respective agreement; or

(l) any expert, whose consent is required for the issue of the Prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its respective consent prior to the issue of the Prospectus; or

(m) any adverse change or prospective adverse change or development involving a prospective adverse change in the assets, business, general affairs, management, shareholder's equity, earnings, profits, losses, properties, results of operations, business prospects, financial or trading position, financial or trading position or condition (financial or otherwise) or prospects of the Group, as a whole; or

(n) a prohibition on the Company for whatever reason from allotting, issuing or selling the H Shares (including the Offer Size Adjustment Option Shares and the Over-allotment Option Shares (if any)) pursuant to the terms of the Global Offering; or

(o) Admission is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the Admission is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

(p) the Company has withdrawn the Offering Documents (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering;

then the Joint Sponsors and the Overall Coordinators may (for themselves and on behalf of the Hong Kong Underwriters), in their sole and absolute discretion and upon giving notice orally or in writing to the Company, terminate the Hong Kong Underwriting Agreement with immediate effect.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 7.6, 9, 13 to 19 and any rights or obligations which may have accrued under this Agreement prior to such termination;

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

11.2.3 notwithstanding anything to the contrary under this Agreement, if this Agreement is terminated in accordance with this Clause 11, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.4 and 7.5 and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominees to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Offer Size Adjustment Option and the Over-allotment Option), at any time during the period commencing on (and inclusive of) the date of this Agreement and ending (and inclusive of) the date falling six months after the Listing Date (the "**First Six Month Period**"), it will not, and will procure that each other member of the Group will not (and Dr. Ma shall procure that the Company will not itself and will procure that each other member of the Group not to) without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, 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, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any H shares or other securities of such other member of the Group, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represents the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company or such other member of the Group, as applicable), or deposit any share capital or other securities of the Company or such other member of the Group, as applicable, with a depositary in connection with the issue of depositary receipts; or

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the H Shares or any other securities of the Company or any shares or other securities of such other member of the Group, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or any other securities of the Company or any shares or any other securities of such other member of the Group, as applicable); or

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

12.1.4 offer to or agree to do any of the foregoing or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the "**Second Six Month Period**"), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the Company will, create a disorderly or false market for any H Shares or other securities of the Company.

Dr. Ma undertakes to each of the Overall Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to procure the Company and each other member of the Group to comply with the undertakings in this Clause 12.1.

12.2 **Lock-up on Dr. Ma**: Dr. Ma hereby undertakes to each of the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Offer Size Adjustment Option and the Over-allotment Option), at any time during the

First Six Month Period and the Second Six Month Period, it will not, and will procure that none of its Affiliates will, without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

12.2.1 offer, accept subscription for, pledge, charge, allot, issue, sell, lend, mortgage, assign, contract to allot, issue or sell, sell any option or contract to purchase, purchase any option or contract to sell, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend or otherwise transfer or dispose of, either directly or indirectly, conditionally or unconditionally, or repurchase any of its share capital or other securities of the Company or any interest therein (including but not limited to any securities convertible into or exercisable or exchangeable for or that represent the right to receive any such share capital or securities or any interest therein); or

12.2.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of such share capital or securities or any interest therein, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any H Shares or any other securities of the Company); or

12.2.3 enter into any transaction with the same economic effect as any transaction specified in Clause 12.2.1 or 12.2.2 above; or

12.2.4 offer to or agree to do any of the foregoing or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise.

12.3 **Maintenance of public float and sufficiency of free 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 CMIs and the Hong Kong Underwriters that it will, and Dr. Ma undertakes to procure that the Company will, comply with the minimum public float requirement specified in the Listing Rules or any waiver granted and not revoked by the Stock Exchange (the "**Minimum Public Float Requirement**") and the minimum free float requirement (the "**Minimum Free Float Requirement"**) specified in the Listing Rules, and it will not (i) effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); or (ii) 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 8.08A of the Listing Rules (as amended and replaced by Rule 19A.13C of the Listing Rules).

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

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be made or despatched by any of the Company and Dr. Ma(or by any of its Directors, officers, employees, consultants, advisers or agents) during the period of twelve (12) months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) except in the event and to the extent that any such announcement is required by applicable Laws or required by any Governmental Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the SFC and the CSRC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after consultation with the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and offer the Joint Sponsors and the Overall Coordinators have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuers thereof.

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

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

14 CONFIDENTIALITY

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

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

14.2.1 required by applicable Laws;

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

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisors, auditors and internal auditors of such party;

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

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

14.2.7 required by any Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter or any of its Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its own regulatory obligations; or

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

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

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

15 TIME OF THE ESSENCE

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

16 INVALIDITY

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

17 NOTICES

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

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

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

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

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

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

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

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

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

If to the **Company**:

Address:	Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, the PRC
Fax:	(86) 0512-86861990
Email:	emily.chen@tennorx.com
Attention:	Ms. Chen Rongping

If to **Dr. Ma**:

Address:	Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, the PRC
Fax:	(86) 0512-86861990
Email:	zhenkun.ma@tennorx.com
Attention:	Dr. Ma Zhenkun

If to **Danyuan Kangnuo**:

Address:	Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou

	Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, the PRC
Fax:	(86) 0512-86861990
Email:	emily.chen@tennorx.com
Attention:	Ms. Chen Rongping

If to **Danyuan Aonuo**:

Address:	Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, the PRC
Fax:	(86) 0512-86861990
Email:	emily.chen@tennorx.com
Attention:	Ms. Chen Rongping

If to **Danyuan Nuokang**:

Address:	Unit 701, Block B7, BioBay, 218 Xinghu Street, Suzhou Industrial Park, Suzhou Area of China (Jiangsu) Pilot Free Trade Zone, Suzhou, Jiangsu, the PRC
Fax:	(86) 0512-86861990
Email:	emily.chen@tennorx.com
Attention:	Ms. Chen Rongping

If to **CITICS**:

Address:	18/F, One Pacific Place 88 Queensway, Hong Kong
Fax:	N/A
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team

If to **CLSA**:

Address:	18/F, One Pacific Place 88 Queensway, Hong Kong
Fax:	N/A
Email:	Project.Everest2025@clsa.com; project.everest@citics.com
Attention:	Project Everest Deal Team

If to **ABCI Capital**:

Address:	11/F, Agricultural Bank of China Tower 50 Connaught Road Central Hong Kong
Fax:	+852 2861 0061
Email:	project.everest@abci.com.hk
Attention:	Project Everest Deal Team

If to **ABCI Securities**:

Address:	10/F, Agricultural Bank of China Tower

	50 Connaught Road Central Hong Kong
Fax:	+852 2861 0061
Email:	project.everest@abci.com.hk
Attention:	Project Everest Deal Team

If to any of the other Hong Kong Underwriters, at their respective addresses and fax numbers, and for the attention of the person set opposite its name in SCHEDULE 1, respectively.

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

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

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

18 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

18.1 **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.

18.2 **Arbitration:** Subject to Clause 18.3**Error! Reference source not found.** below, any dispute, controversy, difference or claim arising out of or relating to this Agreement including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the "**Rules**"). The Rules are deemed to be incorporated by reference into this Clause 18.2. The seat of arbitration shall be Hong Kong. The arbitration agreement in this Clause 18.2 shall be governed by the laws of Hong Kong.

18.2.1 The number of arbitrators shall be three.

18.2.2 The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

18.2.3 The arbitral proceedings shall be conducted in English.

18.2.4 Nothing in this Clause 18.2**Error! Reference source not found.** shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

18.3 **Joinder to third party proceedings:** Notwithstanding Clause 18.2, each of the Joint Sponsors, Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters shall have the sole right, in circumstances in which they become or are joined as a defendant or third party in any court proceedings commenced by a non-party to this Agreement (the "**Court Proceedings**"), to pursue claims against the Company and/or Dr. Ma in those Court Proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If the Company and/or Dr. Ma are joined as a party to any Court Proceedings in accordance with this Clause 18.3, no arbitration shall be commenced or continued by any party under Clause 18.2 in respect of a Dispute arising out of or relating to the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined.

18.4 **Service of documents:** Without prejudice to any other mode of service allowed under any applicable Laws or the Rules, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process, including any documents in relation to any arbitration proceedings or any proceedings before any court, shall be sufficiently and effectively served on it if delivered in accordance with Clause 17**Error! Reference source not found.**.

18.5 **Process agent:** The Company has established a place of business in Hong Kong at 31/F., Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, and has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. Without prejudice to Clause 18.4 above and any other mode of service allowed under any applicable Laws or the Rules, the Company and Dr. Ma have appointed the Company (the "**Process Agent**") as their authorized representative of for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on the Company and Dr. Ma in Hong Kong. Service of process upon the Company and Dr. Ma by service upon the Process Agent in its capacity as agent for the service of process for the Company and Dr. Ma shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Company and Dr. Ma. If for any reason the Process Agent shall cease to be agent for the service of process for any of the Company and Dr. Ma, the Company or Dr. Ma (as the case may be) shall promptly notify the Joint Sponsors and the Overall Coordinators and within 30 days appoint a new agent for the service of process in Hong Kong acceptable to the Joint Sponsors and the Overall Coordinators. Where a new agent is appointed for the service of process for the Company or Dr. Ma (as the case may be), the Company or Dr. Ma (as the case may be) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company or Dr. Ma, and such appointment shall be effective upon the giving of notice of such appointment to the Company or Dr. Ma. Nothing in this Agreement shall affect the right to serve

process in any other manner permitted by the applicable Laws. Where proceedings are taken against the Company or Dr. Ma in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or Dr. Ma shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Joint Sponsors and the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings were given, failing which the Joint Sponsors and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or Dr. Ma, and such appointment shall be effective upon the giving notice of such appointment to the Company or Dr. Ma. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

18.6 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or Dr. Ma has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company and Dr. Ma hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable laws).

19 MISCELLANEOUS

19.1 **Assignment:** Subject to Clause 3, no party hereto shall assign or transfer all or any part of any benefit of, or interest or right in, this Agreement, or any benefit, interest, right or obligation arising under this Agreement without the consent of the other parties hereto, provided that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may at any time assign to any of their respective Affiliates, any person who has the benefit of the indemnities in Clause 9 and any of their respective successor entities the benefits of and interests and rights in or arising under this Agreement. Obligations under this Agreement shall not be assignable.

19.2 **Release or compromise:** Each party may release, compound or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the

Offering Documents or any of them (whether made pursuant to this Agreement or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Global Coordinators, the Joint Sponsors, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors and the Overall Coordinators to terminate this Agreement (for themselves and on behalf of the Hong Kong Underwriters) or prejudice any other rights of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

19.3 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by laws or otherwise). The Company and Dr. Ma agree and acknowledge that any consent by, or knowledge of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters or any of them, to the delivery to investors of any amendments or supplements to any of the Offering Documents subsequent to its distribution will not (i) constitute a waiver of any Condition or (ii) result in the loss of any right by the Joint Sponsors and the Overall Coordinators to terminate this Agreement (for themselves and on behalf of the Hong Kong Underwriters) or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters or any of them, as the case may be, under this Agreement, and (iii) have the effect of amending or updating any of the Warranties.

19.4 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

19.5 **Entire agreement:** This Agreement, and in the case of the Joint Sponsors, the Overall Coordinators, the Sponsor-OCs and the CMIs, also together with the respective engagement letters between the Company and each of the Joint Sponsors, the Overall Coordinators, the Sponsor-OCs and the CMIs ("**Engagement Letters of the Syndicate**"), only in their respective capacity as a Joint Sponsor, an Overall Coordinator, a Sponsor-OC and a CMI, constitutes the entire agreement amongst the Company, Dr. Ma, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the engagement letters between

the Company and each of the Joint Sponsors) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement at any time prior to the execution of this Agreement (the "**Pre-contractual Statements**"). Each party hereto acknowledges that in entering into this Agreement on the terms set out in this Agreement, it is not relying upon any Pre-contractual Statement which is not expressly set out herein or the documents referred to herein. No party shall have any right of action (except in the case of fraud) against any other party to this Agreement arising out of or in connection with any Pre-contractual Statement except to the extent that such Pre-contractual Statement is incorporated into this Agreement or the documents referred to herein. If any term of this Agreement is inconsistent with that of any of the Engagement Letters of the Syndicate, as between the parties to such engagement letter, the term in this Agreement shall prevail.

19.6 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to clause 19.12.2**Error! Reference source not found.**, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

19.7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

19.8 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, the Indemnifying Parties will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of the Indemnifying Parties and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

19.9 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and Hong Kong Underwriters in their sole discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs and the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

19.10 **Taxation**: All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by law to be deducted or withheld in connection with such payments, the Company will, and Dr. Ma shall procure that the Company will, increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable. If any of the other parties is required by any Governmental Authority to pay any Taxes as a result of this Agreement, the Company will, and Dr. Ma shall procure that the Company will, pay an additional amount to the such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use its reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Governmental Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Governmental Authority in settlement of such Taxes.

19.11 **Officer's Certificates**: Any certificate signed by any officer of the Company and delivered to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Joint Sponsors, each Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Underwriter.

19.12 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Right of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 19.12**Error! Reference source not found.**:

19.12.1 Indemnified Parties may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement. An assignee pursuant to Clause 19.1 may enforce and rely on this Agreement as if it were a party; and

19.12.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 19.12.1**Error! Reference source not found.**.

19.13 **No right of contribution: Dr. Ma** hereby irrevocably and unconditionally:

19.13.1 waives any right of contribution or recovery or any claim, demand or action it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it, or any loss or damage or liability suffered or incurred by it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

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

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

19.14 **Professional Investors**: Each of Dr. Ma and the Company has read and understood the Professional Investor Treatment Notice set forth in SCHEDULE 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean Each of the Company and Dr. Ma , and "we" or "us" or "our" shall mean the Overall Coordinators (for themselves and on behalf of the Underwriters).

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

19.16 **Further Assurance**: The Warrantors shall from time to time, on being required to do so by the Joint Sponsors and the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Joint Sponsors and the Overall Coordinators may require to give full effect to this Agreement and secure to the Joint Sponsors and the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

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

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriters	Address / Contact	Hong Kong Underwriting Commitment (number of Hong Kong Offer Shares)	Proportion by way of percentage
CLSA Limited	**Address:** 18/F, One Pacific Place 88 Queensway, Hong Kong **Contact:** Project.Everest2025@clsa.com, project.everest@citics.com	See below	See below
ABCI Securities Company Limited	**Address:** 10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong **Contact:** project.everest@abci.com.hk	See below	See below
China Renaissance Securities (Hong Kong) Limited	**Address:** Units 8107-08, Level 81, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong **Contact:** Projecteverest@chinarenaissance.com	See below	See below
Futu Securities International (Hong Kong) Limited	**Address:** 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong **Contact:** project.everest@futuhk.com	See below	See below
Tiger Brokers (HK) Global Limited	**Address:** 23/F, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong **Contact:** ProjectEverest1@itiger.com	See below	See below
	Total:	828,100	**100.00%**

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

$$A = B/C \times 828{,}100$$

Where:

"**A**" is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share; (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 828,100, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

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

"**C**" is the aggregate number of Firm Shares and Option Shares (each as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Part A
Representations and Warranties Given by the Warrantors

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

(a) (A) none of the Prospectus or the Preliminary Offering Circular contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and (B) no individual Supplemental Offering Material conflicted or will conflict with the Prospectus (as used herein, "**Supplemental Offering Material**" means any "written communication" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares including without limitation, any roadshow material and press releases relating to the Offer Shares that constitutes such written communication, other than the Prospectus and the Preliminary Offering Circular or amendments or supplements thereto); provided, however, that the Warrantors make no representation or warranty as to the information furnished in writing to the Company by the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters expressly and specifically for inclusion therein, it being understood that such information consists only of the names, logos, addresses of the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and qualifications of the Joint Sponsors (in Appendix VI - Statutory and General Information – Other Information) as set forth in the Prospectus and the Preliminary Offering Circular;

(b) all information disclosed or made available in writing or orally from time to time (and any new or additional information serving to update or amend such information) which is disclosed or made available by or on behalf of the Company, the Subsidiaries, Dr. Ma (the "**Warranting Shareholder**"), and/or any of their respective supervisors, directors, officers, employees, or to the best knowledge of the Warrantors, any of their Affiliates or agents to the Stock Exchange, the SFC, the CSRC, any other applicable Governmental Authority, the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the International Underwriters, the Capital Market Intermediaries, the Reporting Accountant, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company or the Underwriters for the purposes of the Global Offering and/or the listing of the H Shares on the Stock Exchange (including, without limitation the answers and documents contained in or referred to in the Verification Notes (and any new or additional information serving to update or amend the Verification Notes so disclosed or made available prior to the date of this Agreement), and the information, answers and documents used as the basis of information contained in the Prospectus or the Preliminary Offering Circular or provided for or in the course

of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors under the Listing Rules, information and documents provided for the discharge by the Underwriters, the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Underwriter, an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws and for the purpose of responding to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any applicable Governmental Authority was so disclosed or made available in full in all material respects and in good faith and was when given and, except as subsequently disclosed in each of the Prospectus and the Preliminary Offering Circular or otherwise notified to the Stock Exchange, the SFC, the CSRC and/or any other applicable Governmental Authority, as applicable, remains complete, true and accurate in all material respects and not misleading; there is no other material information which has not been provided the result of which would make the information so disclosed or made available misleading; Each of the CSRC Filings is and remains complete, true and accurate 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 were made, misleading.

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

(d) all statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the CSRC Filings, the Prospectus, the Preliminary Offering Circular and the Supplemental Offering Material (when considered together with the Prospectus and the Preliminary Offering Circular), at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made in good faith on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held in good faith by the Company, and its directors and there are and will be no other material facts known or which could, upon due and careful enquiry, have been known to the Company or its directors the omission of which would make any such statement or expression misleading;

(e) each of the Prospectus and the Preliminary Offering Circular contains or includes (A) all material information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Governmental Authority); and (B) all such information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, financial position, management and prospects of the Group, taken as a whole, and of the rights attaching to the H Shares. All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcement and all filings and submissions provided by or on behalf of the Company, any other member of the Group and/or the Warranting Shareholder or any of their respective promoters, supervisors, directors, officers, employees, or, to the best knowledge of the Company, Affiliates,

representatives or agents (to the extent applicable), to the CSRC, the SEHK, the SFC and/or any other applicable Governmental Authority have complied or will comply with all applicable Laws;

(f) the Application Proof and the PHIP are in compliance with the relevant Listing Rules on redactions therein and have included appropriate warning and disclaimer statements for publication as required in Chapter 6.4 of the Guide for New Listing Applicants (as amended and updated from time to time);

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

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

(i) the Company has legal right, power and authority (corporate and other) 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, sell and deliver the Offer Shares as contemplated herein; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents and the business license of the Company comply with the Laws of Hong Kong (including, without limitation, the Listing Rules) where applicable;

(j) the Company owns the issued or registered share capital or other equity interests of or in its Subsidiaries as disclosed in each of the Prospectus and the Preliminary Offering Circular; the registered capital (in the form of shares or otherwise) of the Subsidiaries of the Company that is a PRC person has been duly and validly issued and fully paid up with all contributions to such registered capital having been paid within the time periods prescribed under applicable Laws, and all payments of such contributions having been approved by the applicable Governmental Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Company subject to Encumbrance or adverse claims; (C) other than the share capital or other equity interests of or in its Subsidiaries, 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) save as disclosed in the Prospectus and the

Preliminary Offering Circularno options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into share capital or other equity interests of or in each of the Company and its Subsidiaries are outstanding;

(k) each of the Subsidiaries (A) that is a PRC person has been duly established, incorporated, registered or organized and is validly existing in good standing under the Laws of the PRC, with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Prospectus and the Preliminary Offering Circular, (B) is duly qualified to transact business and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise (C) that is a PRC person has made its annual report filing with the applicable Governmental Authority without being found to have any material deficiency, (D) is capable of suing and being sued in its own name; the articles of association and other constituent or constitutive documents and the business license, to the extent applicable, of each of the Subsidiaries of the Company that is a PRC person comply with the requirements of the Laws of PRC are in full force and effect;

(l) neither the Company nor any of its Subsidiaries is conducting or proposes to conduct any business, has acquired or proposes to acquire any property or asset or has incurred or proposed to incur any liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Group, as a whole, but which is not directly or indirectly related to the business of the Group taken as a whole, as described in each of the Prospectus and the Preliminary Offering Circular;

(m) as of the Listing Date, the Company will have the registered and issued share capital as set forth in the sections of each of the Prospectus and the Preliminary Offering Circular headed "Share Capital"; assuming the full exercise of the Over-Allotment Option, as of the relevant settlement date for the Over-allotment Option Shares, the Company will have the registered and issued share capital as set forth in the sections of each of the Prospectus and the Preliminary Offering Circular headed "Share Capital"; the share capital of the Company, including the Offer Shares, and the share capital of the major subsidiary as listed under the section headed "History, Development and Corporate Structure – Our Major Subsidiaries" of the Prospectus, conform to each description thereof contained in each of the Prospectus and the Preliminary Offering Circular and each such description is complete, true and accurate and not misleading;

(n) the Offer Shares have been duly and validly registered and, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, registered and issued, fully paid and non-assessable, free of any Encumbrance; the Offer Shares will have attached to them the rights and benefits specified in the Articles of Association as described in each of the Prospectus and the Preliminary Offering Circular and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under all applicable Laws; except as disclosed in the Prospectus and the Preliminary Offering Circular, the Offer Shares will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers and except as disclosed in the Prospectus and the Preliminary Offering

Circular, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party; no holder of the Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of any of the Company's liabilities or obligations by reason of being such a holder;

(o) each of this Agreement, the International Underwriting Agreement and the Operative Documents and any other document required to be executed by the Company and/or the Warranting Shareholder 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/or the Warranting Shareholder (where applicable) and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company and/or the Warranting Shareholder (where applicable), enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general principles of equity (the "**Bankruptcy Exceptions**");

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

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

Shareholder is a party or by which the Company, any of its Subsidiaries or any of the Warranting Shareholder is bound or any of their respective properties or assets may be bound or affected; or (C) any Laws applicable to the Company, its Subsidiaries or the Warranting Shareholder or any of their respective properties or assets, except in the case of (B) and (C) above where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

(r) except for the requisite registration with the Registrar of the Companies in Hong Kong and the final approval from the Stock Exchange for the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange, all Approvals under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over the Company, its Subsidiaries or the Warranting Shareholder 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, or any other document required to be executed by the Company and/or the Warranting Shareholder pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents, or the performance by the Company and/or the Warranting Shareholder of their respective obligations hereunder and thereunder or the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals may be revoked, suspended or modified. The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings. Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules;

(s) except as disclosed in the Prospectus and the Preliminary Offering Circular, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to him, her or it any H Shares or shares of any other share capital of the Company, (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase H Shares or shares of any other share capital of the Company, (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares, or (D) the right, contractual or otherwise, to cause the Company to include any H Shares or shares of any other share capital of the Company in the Global Offering;

(t) except as disclosed in the Prospectus and the Preliminary Offering Circular, (A) expect to the extent that failure to so comply with such Laws or to so obtain, make or hold such Approvals would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, the Company and its Subsidiaries (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto and (ii) have obtained, made and held all Approvals and Filings under any applicable Laws or from or with any Governmental Authority having jurisdiction over the Company, its Subsidiaries, or any of their respective properties or assets required in order to own, lease, license and use their respective properties and assets and conduct their respective businesses and operations (collectively, the "**Governmental Licenses**"); (B) all such Governmental Licenses do not contain any burdensome restrictions or conditions not described in each of the Prospectus and the Preliminary Offering Circular, except for conditions or restrictions which would not, and could not reasonably be expected to, individually or in the aggregate, result in

a Material Adverse Effect; (C) all such Governmental Licenses are valid and in full force and effect, and none of the Company and its Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Governmental Authority is considering revoking, suspending or modifying, any such Governmental Licenses, except where such violation, default, revocation, suspension or modification would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (D) no Governmental Authority, in its inspection, examination or audit of the Company or its Subsidiaries has reported findings or imposed penalties that have resulted or could reasonably be expected to result in any Material Adverse Effect;

(u) except as disclosed in the Prospectus and the Preliminary Offering Circular there are (A) no actions, suits, proceedings, arbitrations, investigations or inquiries, under any applicable Laws or by or before any Governmental Authority or otherwise pending or, to the best knowledge of the Warrantors, threatened or contemplated to which the Company, its Subsidiaries and/or the Warranting Shareholder or any of their respective supervisors, directors, officers, employees , or Affiliates, 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; (B) no Law that has been enacted, adopted or issued or, to the best knowledge of the Warrantors, that has been proposed by any Governmental Authority; and (C) no judgment, decree or order of any Governmental Authority, which, in any such case described in clauses (A), (B) or (C) above, would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect or materially and adversely affect the power or ability of the Company and/or the Warranting Shareholder to perform their respective obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares (as applicable) or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially or adversely affect the Global Offering, or are required to be described in the Prospectus and the Preliminary Offering Circular but are not so adequately described;

(v) neither the Company, its Subsidiaries, the Warranting Shareholder nor any person acting on behalf of any of them has taken any action, nor, to the best knowledge of the Warrantors, have any steps been taken or any actions, suits, proceedings or arbitrations under any applicable Laws been started or, to the best knowledge of the Warrantors, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent the Company, its Subsidiaries and/or the Warranting Shareholder; or (B) withdraw, revoke or cancel any Approval or Governmental Licenses under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company or any of its Subsidiaries, or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Company or any of its Subsidiaries, except as which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; or (C) forestall the completion of the Global Offering;

(w) No member of the Group which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and, to the best knowledge of the Warrantors, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties;

(x) The Reporting Accountant, whose accountant’s report on certain consolidated financial statements of the Group, is included in each of the Prospectus and the Preliminary

Offering Circular, is an independent public accountant with respect to the Company as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations;

(y) (A) the audited consolidated financial statements (and the notes thereto) of the Group included in each of the Prospectus and the Preliminary Offering Circular give a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated results of operations, cash flows and changes in shareholders' equity of the Group for the periods specified, and have been prepared in conformity with the Hong Kong Financial Reporting Standards ("**HKFRS**") issued by the Hong Kong Institute of Certified Public Accountants and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Prosepctus and the Preliminary Offering Circular are derived from the accounting and other records 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 Group included therein; (C) the unaudited pro forma financial information (and the notes thereto) included in each of the 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 bases set out in each of the 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 financial information (and the notes thereto) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma financial information (and the notes thereto); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in the Prospectus and the Preliminary Offering Circular that are not included as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Prospectus and the Preliminary Offering Circular;

(z) the statements set forth in the section of each of the Prospectus and the Preliminary Offering Circular headed "Financial Information — Material Accounting Policies, Critical Accounting Judgments and Estimates", when read together with the Accountant's Reprt set forth in Appendix I to the Prospectus and the Preliminary Offering Circular, are complete, true and accurate in all material respects and not misleading and describe (A) the accounting policies that the Company considers to be the most material to the portrayal of the Group's financial condition and results of operations ("**Critical Accounting Policies**"), (B) judgments and uncertainties affecting the application of the Critical Accounting Policies and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; the Company's directors, senior management and audit committee have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountant with regard to such selection, application and disclosure;

(aa) each of the Prospectus and the Preliminary Offering Circular accurately and fairly describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity or capital resources of the Group and could reasonably be expected to occur, and (B) all material off-

balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; the Group does not have any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity or capital resources of the Group or the availability thereof or the requirements of the Group for capital resources;

(bb) The prospective information as set forth in the memorandum of the board of directors on profit forecast for the year ending December 31, 2026 and on working capital forecast for the period up to June 30, 2027 (collectively, the "**Prospective Financial Information**"), (A) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held by the Company on the basis of facts known to the best of the Company's and Warranting Shareholder's knowledge after due and careful inquiry and on the bases and assumptions stated in such memorandum and the major accounting policies adopted in preparation of such memorandum are consistent with those adopted by the Group as described in each of the Prospectus and the Preliminary Offering Circular; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are all those that the Company believes are significant in forecasting the consolidated profit attributable to the shareholders of the Company and the projected working capital of the Company for the relevant forecast periods, and (ii) reflect, for each relevant period, a reasonable forecast by the Company of the events, contingencies and circumstances described therein; (C) there are no other material facts or assumptions which ought reasonably to have been taken into account which have not been taken into account in the preparation of such memorandum; and (D) the Prospective Financial Information represents a fair and reasonable forecast by the Company of the consolidated profit attributable to the shareholders of the Company and of the projected working capital of the Company for the relevant forecast periods;

(cc) (A) the factual contents of the reports, letters or certificates of the Reporting Accountant are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading in any respect, and the opinions attributed to the directors of the Company (if any) in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge; (B) the Company has given to the Reporting Accountant all material information that was requested by the Reporting Accountant, and no material information was withheld from the Reporting Accountant, for the purposes of the preparation of its reports contained in each of the Prospectus and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountant in connection with the Global Offering and all information given to the Reporting Accountant for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading; (C) no material information was withheld from the Reporting Accountant or the Joint Sponsors, the Joint Global Coordinators, the Overall Coordinators, the Underwriters and the Capital Market Intermediaries for the purposes of their review of the unaudited pro forma statement of adjusted net tangible assets included in each of the Prospectus and the Preliminary Offering Circular or their review of the Company's profit forecast, cash flow and working capital projections, estimated capital expenditures and financial reporting procedures, and none of the Company and the directors of the Company disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountant;

(dd) Except as disclosed in the Prospectus and the Preliminary Offering Circular, (A) neither the Company nor any of its Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any material mortgage or charge or any material guarantee or other material contingent liabilities; (B) no material outstanding indebtedness of the Company or its Subsidiaries has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company, or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or its Subsidiaries that is repayable on demand is owed has demanded or, to the best knowledge of the Warrantors, 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 material indebtedness of the Company or its Subsidiaries or under any material guarantee of any material liability of the Company or its Subsidiaries by reason of default of the Company or its Subsidiaries or any other person or under any such guarantee given by the Company or its Subsidiaries; and (E) neither the Company nor any of its Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent;

(ee) (A) the amounts borrowed by each of the Company and its Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business license (if applicable) or in any debenture or other deed or document binding upon it; (B) neither the Company nor any of its Subsidiaries has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its consolidated accounts; (C) with respect to each of the borrowing facilities of the Company or its Subsidiaries that is material to the Group, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exceptions, 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 knowledged 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 knowledged of the Warrantors, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance, to the extent applicable, received by or granted to or committed to be granted to the Company or any of its Subsidiaries from or by any Governmental 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 as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

(ff) neither the Company nor its Subsidiaries has sustained, subsequent to the date of the latest audited consolidated financial statements included in each of the Prospectus and the Preliminary Offering Circular, any loss or interference with its business from fire, explosion, drought, flood, windstorm, earthquake, epidemic, pandemic or outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any proceeding, action, order or decree of any Governmental Authority, except where such loss or interference would not, and could not reasonably be expected to, individually or in the

aggregate, result in a Material Adverse Effect;

(gg) Subsequent to the date of the latest audited consolidated financial statements included in each of the Prospectus and the Preliminary Offering Circular, there has not been any Material Adverse Effect;

(hh) Subsequent to the date of the latest audited consolidated financial statements included in each of the Prospectus and the Preliminary Offering Circular, neither the Company nor its Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, agreement or transaction that is material to the Company and its Subsidiaries, taken as a whole; (B) incurred, assumed or acquired or otherwise agreed to be bound by any obligation or liability, actual or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company and its Subsidiaries, taken as a whole; (C) incurred any Encumbrance on any asset, or any lease of property, including equipment, other than such Encumbrances created in the ordinary course of business of the Company and/or its Subsidiaries and tax liens, that is material to the Company and its Subsidiaries, taken as a whole; (D) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company and its Subsidiaries, taken as a whole; or (E) 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 (D) above;

(ii) Subsequent to the date of the latest audited financial statements included in each of the Prospectus and the Preliminary Offering Circular, each of the Company and its Subsidiaries (A) has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on; and (B) has continued to pay its creditors in the ordinary course of business, and there has not been any material adverse change in the Group's business relations with its suppliers and lenders;

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

(kk) except as disclosed in the Prospectus and the Preliminary Offering Circular, (A) each of the Company and its Subsidiaries has valid and good title to all personal properties and assets that it purports to own, in each case free and clear of all Encumbrances, except such as would not, and could not reasonably be expected to, individually or in the aggregate, materially and adversely affect the value of such property or asset, materially interfere with the use made and proposed to be made of such property or asset by the Company or its Subsidiaries materially and adversely limit, restrict or otherwise affect the ability of the Company or its Subsidiaries to utilize, develop or redevelop such property or asset, or result in a Material Adverse Effect; (B) each real property, land or building or personal property or asset, as applicable, held under lease by the Company or its Subsidiaries is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exceptions, with such exceptions as would not, and could not reasonably be expected to, individually or in

the aggregate, result in a Material Adverse Effect; no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiaries has occurred and is continuing or, to the best knowledge of the Warrantors, is likely to occur under any of such leases; neither the Company nor its Subsidiaries is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (a) may be materially adverse to the rights or interests of the Company or its Subsidiaries under such lease, tenancy or license or (b) which may materially affect the rights of the Company or its Subsidiaries to the continued possession or use of such leased or licensed property or other asset; the right of the Company or its Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by the Company or its Subsidiaries, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) the use of all properties owned or leased by the Company or its Subsidiaries is in accordance with its permitted use under all applicable Laws, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (D) neither the Company nor any of its Subsidiaries 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 a whole, except as reflected in the audited financial statements of the Group included in each of the Prospectus and the Preliminary Offering Circular, and no other real properties, land or buildings and personal properties or assets are necessary in order for the Company and its Subsidiaries to carry on the business of the Company and its Subsidiaries in the manner described in each of the Prospectus and the Preliminary Offering Circular, other than those the absence of which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

(ll) material information with respect to all pre-clinical studies and clinical trials conducted by the Company and its Subsidiaries have been described in the Prospectus or the Preliminary Offering Circular. The preclinical studies and clinical trials conducted by or on behalf of the Company or its Subsidiaries were and, if still ongoing, are being conducted in compliance in all material respects with all Laws, regulations and protocols applicable thereto in the jurisdictions in which they are being conducted and in all material respects with all Laws, regulations and protocols applicable to such preclinical studies and clinical trials from which data will be submitted to support marketing approval. The descriptions in the Prospectus and the Preliminary Offering Circular of the results of such studies and trials are accurate and complete in all material respects and fairly present the data derived from such studies and trials. The Company or its Subsidiaries has not received, and does not have any knowledge of, any notices or statements from the U.S. Food and Drug Administration ("**FDA**"), the National Medical Products Administration ("**NMPA**") or any comparable regulatory agency (each a "**Regulatory Authority**") imposing, requiring, requesting or suggesting a clinical hold, termination, suspension or material modification for or of any preclinical studies or clinical trials that are conducted and described in the Prospectus and the Preliminary Offering Circular, or the results of such studies or trials which are referred to in the Prosepctus and the Preliminary Offering Circular. The Company or its Subsidiaries has not received, and otherwise does not have any knowledge of, any notices or statements from any Regulatory Authority of (i) any investigational new drug application with any Regulatory Authority in relation to any product candidate of the Company or its Subsidiaries that is or has been rejected or determined to be

non-approvable or conditionally approvable; and (ii) any license, approval, permit or authorization to conduct any clinical trial of any product candidate of the Company or its Subsidiaries that has been or is reasonably likely to be suspended, revoked, modified or limited;

(mm) neither the Company nor any of its Subsidiaries, nor any of their respective employees, officers, supervisors or directors has been excluded, suspended or debarred from participation in any health care program or human clinical research in the jurisdictions where the Company or its Subsidiaries conducts business;

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

(oo) neither the Company nor any of its Subsidiaries has received any notice, and neither the Company nor its Subsidiaries is aware of (A) any opposition by any person to any pending applications challenging the validity, enforceability or scope of any Intellectual Property; or (B) to the best knowledge of the Warrantors, any prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Governmental Authority in Hong Kong, the PRC or the U.S. having jurisdiction over intellectual property matters if required by the relevant patent laws;

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

(qq) (A) all computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company and its Subsidiaries (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company or its Subsidiaries as currently conducted or as proposed to be conducted; (B) the Company and its Subsidiaries either legally and beneficially own, or has obtained valid licenses for, or other rights to use, all of the Information Technology, except where such lack of ownership, licenses or other rights would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) each agreement pursuant to which the Company or its Subsidiaries has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exceptions, the Company or the relevant Subsidiary, as the case may be, has complied with the terms of each such agreement which is in full force and effect, except where such non-compliance would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or its Subsidiaries has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate such agreement, except where such termination would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Company and its Subsidiaries are maintained and operated by the Company and its Subsidiaries, as applicable, are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and its Subsidiaries, as applicable, except where such lack of exclusive ownership or control would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (E) in the event that the persons providing maintenance or support services for the Company or its Subsidiaries with respect to the Information Technology cease or are unable to do so, the Company and its Subsidiaries has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Group, taken as a whole; (G) the Group taken as a whole has implemented and maintained adequate and effective controls, policies, procedures and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Governmental Authority or any other data that would otherwise by detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and has in place procedures to prevent unauthorized access and the introduction of viruses and to enable the taking and storing of back-up copies of the software and data; and (H) the Group taken as a whole has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption

to the business of the Group, taken as a whole;

(rr) except as disclosed in both the Prospectus and the Preliminary Offering Circular, (A) neither the Company nor its Subsidiaries has any actual or contingent liability or obligation to provide housing provident fund, social insurance, severance, pension, retirement, death or disability benefits or other actual or contingent employee benefits (collectively, the "**Retirement Benefits**")to any of its present or past employees or to any other person, except for those liabilities or obligations that would, or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; (B) all Retirement Benefits of any past or current employee of the Group arising from their employment with the Group are fully provided for by way of an adequately funded pension scheme established for and on behalf of the relevant member of the Group which is or was the employer of such person or established by the relevant member of the Group in the name of the relevant past or current employee; (C) there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company and its Subsidiaries other than remuneration accrued, due or for reimbursement of business expenses; (D) no directors or senior management or key employees of the Company and its Subsidiaries have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of the Company and its Subsidiaries or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit), except for such termination, variation or amendment which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (E) neither the Company nor any of its Subsidiaries has any material undischarged liability to pay to any Governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees or consultants by them; (F) no liability has been incurred by the Company or its Subsidiaries for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or its Subsidiaries, except for such liabilities which would not, and could not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; and (G) all contracts of service, contracts for services and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or its Subsidiaries are on usual and normal terms which do not and will not in any way impose any unusual or onerous obligation on the Company or its Subsidiaries and all subsisting contracts of service, contracts for services and consultancy agreements to which the Company or its Subsidiaries is a party are legal, valid, binding and enforceable in accordance with their respective terms, subject to the Bankruptcy Exceptions, 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 or capable of arising against the Company or its Subsidiaries, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance, except for such claims which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; each of the Company and its Subsidiaries has, in relation to its directors, employees or consultants (and so far as relevant to each of its former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or

consultancy;

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

(tt) except for matters which would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, (A) there is (i) no dispute with the directors of the Company or its Subsidiaries and no strike, labor dispute, slowdown or stoppage or other conflict with the employees of the Company or its Subsidiaries pending or, to the best knowledge of the Warrantors, threatened against the Company and/or its Subsidiaries, (ii) no existing union representation dispute concerning the employees of the Company or its Subsidiaries, and (B) there have been and are no violations of any applicable labor and employment Laws by the Company or its Subsidiaries;

(uu) (A) the Company and its Subsidiaries and their respective properties, assets and operations are in compliance with Environmental Laws (as defined below), and the Company and its Subsidiaries hold and are in compliance with all Approvals and Governmental Licenses required under applicable Environmental Laws (as defined below), except to the extent that failure to so comply with Environment Laws or so hold and comply with such Approvals and Governmental Licenses would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (B) there are no past, present or, to the best knowledge of the Warrantors, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Group under, or to interfere with or prevent compliance by the Company or its Subsidiaries with, Environmental Laws; and (C) except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, neither the Company nor its Subsidiaries (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, to the best knowledge of the Warrantors threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Law**" means any national, provincial, municipal or other local or foreign law, statute, ordinance, rule, regulation, order, notice, directive, decree, judgment, injunction, permit, license, authorization or other binding requirement, or common law, relating to health, safety, the environment (including, without limitation, the protection, clean-up or restoration thereof) or natural resources, including those relating to the distribution, processing, generation, treatment, storage, disposal, transportation,

other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law);

(vv) in the ordinary course of its business, the Group conducts periodic reviews of the effects of Environmental Laws on its businesses, operations and properties, in the course of which the Company and its Subsidiaries identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for compliance with Environmental Laws or any Approvals required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties);

(ww) the Company and its Subsidiaries carry, or are entitled to the benefits of, insurance with insurers of recognized financial responsibility, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect; all premiums due in respect of such insurance policies have been duly paid in full and the Company and its Subsidiaries are in compliance with the terms of all such insurance and there are no claims by the Company or any of its Subsidiaries under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause, except as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; neither the Company nor its Subsidiaries 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, except where the failure to so renew or obtain would not, and could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; neither the Company nor any of its Subsidiaries has been denied any insurance coverage which it has sought or for which it has applied, except as would not, and could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

(xx) each of the Company and its Subsidiaries 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 in all material respects to Governmental Authorities as and when required by them and financial statements in compliance with HKFRS or such other accounting standards as are adopted by the relevant subsidiary of the Company and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences; (E) each of the Company and its Subsidiaries 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 HKFRS or such other accounting standards as are adopted by the relevant subsidiary of the Company; (F) the directors of the Company are able to make a proper assessment of the financial position and prospects of the Company and its Subsidiaries, taken as a whole, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and (G) the current management

information and accounting control systems of the Company and its Subsidiaries has been in operation during the Track Record Period during which neither the Company nor its Subsidiaries has experienced any material difficulties with regard to clauses (A) through (F) above; there are no material weaknesses or significant deficiencies in the internal controls over accounting and financial reporting of the Group and no changes in the internal controls 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 over accounting and financial reporting of the Group;

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

(zz) any material issues identified and as disclosed in the internal control 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 its directors with all applicable Laws;

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

(bbb) each of the Company, its Subsidiaries and/or any of their respective supervisors, directors, officers, employees, and to the best knowledge of the Warrantors, Affiliates or agents, (the "**Group Relevant Persons**") has not (A) taken or will take any action in furtherance of an offer, payment, promise to pay, or authorization or approval of payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled (in

whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in the PRC, Hong Kong, the United States or any other jurisdiction to influence official action or secure an improper advantage; (B) made or authorized or will make or authorize any contribution, payment or give of funds or property to any candidate for public office, a government or government-owned or controlled (in whole or in part) entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office in the PRC, Hong Kong, the United States or any other jurisdiction, in either case, where either the payment or gift or the purpose of such contribution, payment or gift was or is prohibited under any applicable rules, regulations, guidelines, measures, notices or circulars (in each case, to the extent mandatory or, if not complied with, the basis for legal, administrative or regulatory consequences), orders, judgments, decrees, rulings or other binding requirements of any relevant Governmental Authority of any locality, including but not limited to, the United States Foreign Corrupt Practices Act of 1977 (the "**FCPA**"), as amended, and the rules and regulations promulgated thereunder or any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the Company, its Subsidiaries and/or the Warranting Shareholder, as applicable; the Group has instituted and maintain and will continue to maintain policies and procedures designed to promote and achieve compliance with applicable anti-bribery or anti-corruption laws including but without limitation to the Prevention of Bribery Ordinance (Cap. 201 of the Laws of Hong Kong), any Law promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Interim Regulation of the State Administration for Industry and Commerce on Prohibition of Commercial Bribery, the FCPA, the United Kingdom Bribery Act of 2010 or any other Law of similar purpose and scope (collectively, the "**Anti-Bribery Laws**"); during the past five years, none of the Group Relevant Persons has violated or is in violation of any provision of the Anti-Bribery Laws; and no action, suit, proceeding, investigation or inquiry by or before any Government Entity involving the Company or its Subsidiaries or their respective businesses with respect to any actual or alleged violation by the Company or its Subsidiaries of the Anti-Corruption Laws is pending or, to the best knowledge of the Warrantors, threatened; as used herein, "Government Entity" means any national government, political subdivision thereof, or local jurisdiction therein, any department, board, commission, court, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties;

(ccc) the operations of each of the Company, its Subsidiaries and/or the Warranting Shareholder are and have been conducted at all times in compliance with applicable financial recordkeeping, reporting and all other requirements of the anti-money laundering laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of the PRC, Hong Kong, the United States, and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of

Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the USA PATRIOT Act of 2001, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the FCPA, and the United Kingdom Bribery Act of 2010, as amended (collectively, the "**Anti-Money Laundering Laws**"), and 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 Governmental Authority or any arbitrator involving the Company, its Subsidiaries and/or the Warranting Shareholder with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Warrantors, threatened;

(ddd) (A) none of the Group Relevant Persons is, or is controlled or owned by an individual or entity that is, or is located, organized or resident in a country or territory that is, a target of any of the Sanctions Laws and Regulations (as defined below); (B) Since April 24, 2019 , there have been no transactions or dealings between the Company, its Subsidiaries and the Warranting Shareholder on the one hand, and person or entity or any country or territory, that at the time of the dealing or transaction is or was a target of any of the Sanctions Laws and Regulations (including, without limitation, Cuba, Iran, North Korea, Syria, the Crimea region, the territory of the Donetsk and Luhansk Region (each a "**Sanctioned Country**", and for the purpose of historical transactions or connections, Sanctioned Country includes Sudan)), on the other hand; (C) the Company will use, and the Warranting Shareholdes will cause the Company to use, the proceeds from the Global Offering in the manner as set forth in the section of each of the Prospectus and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds", and each of the Company, its Subsidiaries and the Warranting Shareholder will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiaries, branch, joint venture partner or any other person or entity (i) for the purpose of financing or facilitating any activities or business of, with or in any Sanctioned Country or of or with any person or entity that is at the time of the financing or facilitating the subject or the target of any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities or business in any Sanctioned Countries, or (iii) in any other manner that will result in a violation by any person or entity (including any person or entity participating in the Global Offering, whether as International Underwriters, Hong Kong Underwriters, advisors, investors or otherwise) of any of the Sanctions Laws and Regulations; (D) the Group has instituted and will maintain policies and procedures designed to ensure continued compliance with the Sanctions Laws and Regulations; (E) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the International Underwriting Agreement or the Operative Documents, the consummation of any transaction contemplated hereby or thereby, will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any sanctions related to or administered by the United States Government, including, without limitation, the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury (including, without limitation, the designation as a "**specially designated national or blocked person**" thereunder), the U.S. Department of State or the U.S. Department of Commerce's Bureau of Industry and Security ("**BIS**"), the United Nations Security Council, the European Union, His Majesty's Treasury of the United Kingdom, or any other relevant sanctions authority, or any orders or licenses publicly issued under the authority of any of the foregoing, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act, the U.S. Syria Accountability and Lebanese Sovereignty Act, or the United States Iran Sanctions Act of 2006, the Comprehensive Iran Sanctions Accountability and Divestment Act or the U.S.

Iran Threat Reduction and Syria Human Rights Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including, without limitation, 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Governmental Authority;

(eee) With respect to Executive Order 14105 and its implementing regulations addressing US Investments in Certain National Security Technologies and Products in Countries of Concern at 31 CFR Part 850, issued by the Investment Security Office of the US Department of Treasury: Neither the Company nor any of the Subsidiaries is a "covered foreign person", as that term is defined in 31 C.F.R. § 850.209. Neither the Company nor any of the Subsidiaries currently engage, or have plans to engage, directly or indirectly, in a "covered activity", as that term is defined in 31 C.F.R. § 850.208 ("Covered Activity"); the Company does not have any joint venture that engages in or plans to engage in any Covered Activity; the Company also does not, directly or indirectly, hold a board seat on, have a voting or equity interest, or have any contractual power to direct or cause the direction of the management or policies of any person or persons of a "country of concern" that engages or plans to engage in any Covered Activity;

(fff) (A) the statements set forth in the section of each of the Prospectus and the Preliminary Offering Circular headed "Future Plans and Use of Proceeds" represent the true and honest belief of the Company arrived at after due, proper and careful consideration and enquiry; (B) all Approvals under any Laws applicable to, or from or with any Governmental Authority having jurisdiction over, the Company or its Subsidiaries 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 Prospectus and the Preliminary Offering Circular, have been obtained or made or the Company will use its best endeavor to obtain or make such Approvals; and (C) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Prospectus and the Preliminary Offering Circular, will not contravene, conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of Encumbrance upon any property or assets of the Company, or any of its Subsidiaries pursuant to (i) the articles of association or other constituent or constitutive documents or the business license (if applicable) of the Company or any of its Subsidiaries, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company, or any of its Subsidiaries 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 of its Subsidiaries or any of their respective properties or assets, except in the cases of (ii) and (iii) above where such breach, violation or default would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect;

(ggg) the statements under the sections headed "Summary", "Risk Factors", "History,

Development and Corporate Structure", "Industry Overview", "Regulatory Overview", "Business", "Share Capital", "Appendix III — Taxation and Foreign Exchange", "Appendix IV — Summary of Principal Legal and Regulatory Provisions", "Appendix V — Summary of Articles of Association", and "Appendix VI — Statutory and General Information", in each of the Prospectus and the Preliminary Offering Circular, insofar as they purport to describe provisions of laws, regulations, documents and other legal matters referred to therein, are a fair summary of the relevant laws, regulations, documents and legal matters in all material respects;

(hhh) all public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Company, any of its Subsidiaries and/or the Warranting Shareholder or any of their respective directors, supervisors, officers, employees, or, to the best knowledge of the Company, Affiliates, representatives or agents, to the extent applicable, to the Stock Exchange, the SFC and/or any other applicable Governmental Authority have complied and will comply with all applicable Laws in all material respects;

(iii) each of the experts named in the section headed "Appendix VI—Statutory and General Information—Other Information—5. Qualification of Experts" of the 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 granted its consent to including its report, opinions, letters or certificates (as the case may be) in each of the Prospectus and the Preliminary Offering Circular;

(jjj) (A) the factual contents of the respective reports, opinions, letters or certificates of the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company in connection with the Global Offering are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading; none of the Company and the directors of the Company disagrees with any material aspects of such reports, opinions, letters or certificates, and the opinions attributed to the directors of the Company (if any) in such reports, opinions, letters or certificates are held in good faith based upon facts within their knowledge; and (B) no material information was withheld from the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisors for the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Prospectus and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the H Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading;

(kkk) all statistical, market-related, operational data included in each of the Prospectus and the Preliminary Offering Circular that come from the Company have been derived from the records of the Company and its Subsidiaries using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading; all statistical or market-related data included in each of the Prospectus and the Preliminary Offering Circular that come from sources other than the Company are based on or derived from sources which the Company reasonably believes in good faith to be reliable and accurate and present fairly such sources, and the Company has

obtained the written consent to the use of such data from such sources to the extent required;

(lll) the descriptions of the events and transactions set forth in each of the Prospectus and the Preliminary Offering Circular under the section headed "History, Development and Corporate Structure", including those relating to the Pre-IPO Investments (as defined in each of the Prospectus and the Preliminary Offering Circular), are true, correct and complete in all material respects; none of the events and transactions set forth in the Prospectus and the Preliminary Offering Circular under section headed "History, Development and Corporate Structure", including any relating to the Pre-IPO Investments, contravenes, or result in the creation or imposition of an Encumbrance on any property or assets of the Company or any of the Subsidiaries pursuant to, (A) any provision or conditions of any applicable Laws, or any Approvals or any Governmental License of the Company or its Subsidiaries, (B) any provision of the constitutive documents of the Company or its Subsidiaries, (C) the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or its Subsidiaries, except in the cases of (A) and (C), such contravention or default would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Effect;

(mmm) the Pre-IPO Investments are in compliance with chapter 4.2 of the Guide for New Listing Applicants issued by the Stock Exchange;

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

(ooo) each of the documents or agreements executed by the Company, its Subsidiaries and/or any of the Warranting Shareholder (where applicable) in connection with the events and transactions set forth in each of the Prospectus and the Preliminary Offering Circular under the section headed "History, Development and Corporate Structure" (the "**Pre-IPO Documents**") has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exceptions; and other than the Pre-IPO Documents, there are no other material documents or agreements, written or oral, that have been entered into by the Company or any of the Subsidiaries in connection with the events and transactions set forth in each of the Prospectus and the Preliminary Offering Circular under the section headed "History, Development and Corporate Structure" which have not been previously provided, or made available, to the Joint Sponsors and the Overall Coordinators;

(ppp) all contracts or agreements to which the Company or any Subsidiary is a party which are required to be disclosed as material contracts in each of the Prospectus or filed 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 such material contracts which have not been so disclosed and filed will, without the written consent of the Joint Sponsors and the Overall Coordinators, be entered into, nor will the terms of any such material contracts so disclosed and filed or to be filed be changed, prior to or on the Listing Date; neither the Company nor its Subsidiaries 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 or its Subsidiaries or, to the best knowledge of the Company, any other party to any such contract or agreement;

(qqq) each of the contracts listed as a material contract in the section headed "Appendix VI – Statutory and General Information – Further Information about The Business of Our Company – Summary of Material Contract" in each of the Prsopectus and the Preliminary Offering Circular has been duly authorized, executed and delivered by the Company and is legal, valid, binding and enforceable in accordance with its terms, subject to the Bankruptcy Exceptions;

(rrr) none of the Company and its Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company, or any of its Subsidiaries (as relevant) on six months' notice or less);

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

(ttt) the Company does not have any reason to believe that any significant supplier of the Company or its Subsidiaries is considering ceasing to deal with the Company or its Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or its Subsidiaries, save to the extent which, individually or in the aggregate, would not and could not reasonably be expected to have a Material Adverse Effect;

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

(vvv) neither the Company nor any of its Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined;

(www) there will be no connected transactions (as defined under the Listing Rules) between the Company and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and, except as disclosed in each of the Prospectus and the Preliminary Offering Circular, there are no relationships or transactions not in the ordinary course of business between the Company and its respective suppliers subsisting immediately upon completion of the Global Offering. The Company considers that it is capable

of carrying on its business independently of its single largest group of its shareholders and their close associates after the Listing, taking into consideration of the following factors: management independence, operational independence and financial independence;

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

(yyy) none of the Directors or the Warranting Shareholder has any interest in a business which competes or is likely to compete, directly or indirectly, with the Group's business, and requires disclosure under Rule 8.10 of the Listing Rules. Except as disclosed in each of the Prospectus and the Preliminary Offering Circular, none of the Directors is (A) interested in any assets which have been, within two years immediately preceding the date of the Prospectus, acquired or disposed of by or leased to the Company or any Subsidiary, or are proposed to be acquired or disposed of by or leased to the Company or any Subsidiary; or (B) is materially interested in any agreement or arrangement subsisting at the date of the Prospectus which is significant in relation to the business of the Group;

(zzz) (A) all returns, reports or filings required by applicable Laws or the Governmental Authorities to be filed by or in respect of the Company or its Subsidiaries for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any material dispute with any taxing or other Governmental Authority and, to the best knowledge of the Warrantors, there are no circumstances giving rise to any such dispute; (B) all Taxation due or claimed to be due from the Company and its Subsidiaries have been duly and timely paid, other than those being contested in good faith by legal actions, suits or proceedings and for which adequate reserves have been provided; (C) there is no deficiency for Taxation of any material amount that has been asserted against the Company or its Subsidiaries; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Prospectus and the Preliminary Offering Circular included appropriate provisions required under HKFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or its Subsidiaries was then or could reasonably be expected thereafter to become or has become liable;

(aaaa) each of the waivers and other relief, concession and preferential treatment, to the extent applicable, relating to Taxation granted to the Company or its Subsidiaries by any Governmental Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Law;

(bbbb) save as described in both the Prospectus and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxation and no capital gains, income, goods and services tax, value added tax, business tax, withholding or other Taxation are payable by or on behalf of the Company or its Subsidiaries in Hong Kong, the PRC or any other jurisdiction (as the case may be) or to any taxing or other Governmental Authority thereof or therein in connection with (A) the execution, delivery and performance of this Agreement and the International Underwriting Agreement and the Operative Documents, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, 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, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in the Preliminary Offering Circular, (E) the deposit of the Offer Shares with the HKSCC;

(cccc) each of the Subsidiaries is not currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the share capital or other equity interests of or in the Subsidiaries, from repaying to the Company any loans or advances to the Subsidiaries from the Company or from transferring any of the properties or assets of the Subsidiaries to the Company or to any other Subsidiaries;

(dddd) all dividends and other distributions which are declared and payable on the share capital of the Company to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other taxes under the Laws of the PRC, and may be so paid without the necessity of obtaining or making any Approvals of the PRC;

(eeee) none of the Company, the Warranting Shareholder and their respective "affiliates", as such term is defined in Rule 501(b) under the Securities Act nor any person acting on behalf of any of the foregoing (except the Underwriters or any person acting on their behalf, as to whom the Company makes no representation, warranty or undertaking) (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; each of the Company, the Warranting Shareholder and their respective Affiliates and any person acting on its or their behalf (except the Underwriters or any person acting on their behalf, as to whom the Company makes no representation, warranty or undertaking) has complied with the applicable offering restrictions requirement of Regulation S.

(ffff) subject to compliance by the International Underwriters with their representations set forth in the International Underwriting Agreement, 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 in the manner contemplated by the International Underwriting Agreement, the Prospectus and the Preliminary Offering Circular to register the Offer Shares under the Securities Act;

(gggg) the Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act;

(hhhh) 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;

(iiii) save for the appointment of the stabilizing manager of the Global Offering as disclosed in both of the Prospectus and the Preliminary Offering Circular, none of the Company, its Subsidiaries, and their respective supervisors, directors, officers, employees, agents or "affiliates" (within the meaning of Rule 501(b) under the Securities Act), nor any person acting on behalf of any of them (except the Underwriters or any person acting on their behalf, as to

whom the Company makes no representation, warranty or undertaking), has, at any time prior to the date of this Agreement, done or engaged in, or will, until Joint Global Coordinators and the Overall Coordinators have notified the Company of the completion of the distribution of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Governmental Authority including those in relation to bookbuilding and placing activities;

(jjjj) save for the appointment of the stabilizing manager of the Global Offering as disclosed in both of the Prospectus and the Preliminary Offering Circular, none of the Company, its Subsidiaries, and their respective supervisors, directors, officers, employees, agents, "affiliates" (within the meaning of Rule 501(b) under the Securities Act) , nor any person acting on behalf of any of them, (except the Underwriters or any person acting on their behalf, as to whom the Company makes no representation, warranty or undertaking), (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilizing Manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise, provided that the granting of the Over-allotment Option and the lending of Shares under the Stock Borrowing Agreement shall not constitute a breach of this paragraph;

(kkkk) under the Laws of Hong Kong, and the PRC, neither the Company, its Subsidiaries, nor the Warranting Shareholder nor any of their properties, assets or revenues is entitled to any right of immunity on the grounds of sovereignty or crown status or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards; the irrevocable and unconditional waiver and agreement of the Company and the Warranting Shareholder in Section 18.6 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company and the Warranting Shareholder under the Laws of Hong Kong;

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

over the Company and the Warranting Shareholder; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company and the Warranting Shareholder to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the laws of Hong Kong and will be respected by the PRC and Hong Kong courts; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company and the Warranting Shareholder under this Agreement will be recognized and enforced by the PRC and Hong Kong courts subject to the uncertainty as disclosed in the Preliminary Offering Circular and the requirements of applicable Laws of the PRC and Hong Kong;

(mmmm) each of the Company and the Warranting Shareholder has read and understood the Hong Kong Professional Investor Treatment Notice set forth in Schedule 6 hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "you" or "your" shall mean "the Company" and "the Warranting Shareholder ", and "we" or "us" or "our" shall mean the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the Capital Market Intermediaries;

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

(oooo) there are no contracts, agreements or understandings between the Company, its Subsidiaries and/or the Warranting Shareholder, on the one hand, and any person or entity, on the other hand, (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, its Subsidiaries, or the Warranting Shareholder or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Prospectus and the Preliminary Offering Circular;

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

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

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

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

(tttt) all the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the SEHK pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the Shares are listed, are fully, and accurately disclosed in each of the Prospectus and the Preliminary Offering Circular; and

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

Part B
Additional Representations and Warranties Given by the Warranting Shareholder

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

(a) the Warranting Shareholder has the full right and power to execute, deliver and perform his obligations under this Agreement, the International Underwriting Agreement and any Operative Documents to which he is a party, and is capable of suing and being sued in his own name;

(b) as of the date of this Agreement, the Warranting Shareholder is the legal and beneficial owner of the issued share capital of the Company as shown in the Prospectus and the Preliminary Offering Circular;

(c) There is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Warranting Shareholder to sell H Shares or any other securities of the Company, and there are no securities held by the Warranting Shareholder convertible into or exchangeable for any equity securities of the Company;

(d) this Agreement, the International Underwriting Agreement and any Operative Documents (to the extent it/he is a party to) has been duly authorized, executed and delivered by the Warranting Shareholder and when validly authorized, executed and delivered by other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Warranting Shareholder, enforceable in accordance with its terms, subject to the Bankruptcy Exceptions;

(e) save as disclosed in the Prospectus and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement is outstanding between the Company and its Subsidiaries and the Warranting Shareholder or any company (excluding the Company and its Subsidiaries) or undertaking which is owned or controlled by the Warranting Shareholder (whether by way of shareholding or otherwise);

(f) all amounts of a non-trade nature due to the Warranting Shareholder (as applicable) by the Company and its Subsidiaries have been settled;

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

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the meeting minutes of the shareholders of the Company, dated July 23, 2025 in relation to the Global Offering referred to in Appendix VI to the Prospectus.

2. Two certified true copies of the resolutions of the board of directors, or a committee of the board of directors of the Company;

   2.1 approving and authorising this Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   2.2 approving the Global Offering and (subject to exercise of the the Offer Size Adjustment Option and Over-allotment Option (if any)) any issue of the Offer Shares pursuant thereto;

   2.3 approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular; and

   2.4 approving and authorising the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong.

3. Two certified true copies of the Registrar Agreement duly signed by the parties thereto.

4. Two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

5. Two certified true copies of the articles of association of the Company which were adopted by its shareholders.

6. Two certified true copies of the business license of the Company.

7. Two certified true copies of the Certificate of Registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.

8. Two certified true copies of the current Business Registration Certificate of the Company.

9. Two certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive directors) of each of the Directors of the Company.

10. Two certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors. (except as already provided in item 13 below)

11. Two certified true copies of each of the material contracts referred to in the section of the Prospectus headed "Appendix VI – Statutory and General Information – Further Information about Our Business – Summary of Material Contracts" (other than this Agreement).

12. Two certified true copies of the undertakings from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

13. Two printed copies of the Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, certified true copies of the relevant powers of attorney.

14. Two signed originals of the signature pages to the Verification Notes duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorised attorneys).

15. Two signed originals of the accountants' report dated the Prospectus Date from the Reporting Accountant, the text of which is contained in Appendix I to the Prospectus.

16. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted consolidated net tangible assets and fully diluted forecast earnings per Offer Share, the text of which is contained in Appendix II to the Prospectus.

17. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company confirming, *inter alia*, the indebtedness statement contained in the Prospectus, in a form previously agreed by the Reporting Accountant with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

18. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company regarding the working capital sufficiency, in a form previously agreed by the Reporting Accountant with the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).

19. Two signed originals of the Hong Kong comfort letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

20. Two signed originals of the profit forecast and working capital forecast memorandum approved by the Board.

21. Two signed originals of the legal opinions from the Company's PRC Counsel dated the Prospectus Date in respect of the establishment, business and legal status of the Group under PRC laws in form and substance satisfactory to the Joint Sponsors and Overall Coordinators.

22. Two signed originals of the legal opinions from the Underwriters' PRC Counsel dated the Prospectus Date in respect of the establishment, business and legal status of the Group under PRC laws in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

23. Two signed originals of the IP legal due diligence and FTO reports from IP Counsel dated the Prospectus Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters in respect of matters concerning the Group, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

24. Two signed originals or certified true copies of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

25. Two signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.

26. Two certified true copies of each of the letters referred to in the paragraph titled "Consents" of Appendix VI to the Prospectus (except the consent letters from the Joint Sponsors) containing consents to the issue of the Prospectus with the inclusion of references to the respective parties' names, and where relevant their reports and letters in the form and context in which they are included.

27. Two certified true copies of the certificates as to the accuracy of the Hong Kong Public Offering Documents and the Formal Notice given by the relevant translator thereof together with a certified true copy of a certificate issued by Toppan Merrill Limited as to the competency of such translator.

28. Two certified true copies of notification issued by the CSRC dated January 30, 2026 confirming the completion of CSRC filing procedures, in connection with the application for listing of the H Shares on the Stock Exchange.

29. Two certified true copies of the certificate of authorisation from the Stock Exchange authorising the registration of the Prospectus.

30. Two certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.

31. Two certified true copies of the compliance advisor agreement entered into between the Company and Maxa Capital Limited.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountant, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

2. Two signed originals of each of the "Regulation S" comfort letters to be dated on the date of the Final Offering Circular from the Reporting Accountant addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular.

3. Two signed originals of each of the bringdown "Regulation S" comfort letters dated the Listing Date from the Reporting Accountant addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Overall Coordinators and the Joint Sponsors, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Final Offering Circular and subsequent change in financial position of the Group.

4. Two signed originals of the English language legal opinion by the Company's PRC Counsel dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, each including a bring-down opinion of the opinion in item 21 of Part A.

5. Two signed originals of the English language legal opinion by the Underwriters' PRC Counsel dated the Listing Date in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, each including a bring-down opinion of the opinion in item 22 of Part A.

6. Two signed originals of the bring-down IP legal due diligence and FTO reports from IP Counsel dated the Listing Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters in respect of matters concerning the Group, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

7. Two signed originals of the Hong Kong legal opinions from the Company's HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, and the Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

8. Two signed originals of the Hong Kong legal opinions from the Underwriters' HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

9. Two signed originals of the legal opinions and 10b-5 letters from Company's HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the International Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

10. Two signed originals of the legal opinions and 10b-5 letters from the Underwriters' Company's HK & US Counsel dated the Listing Date, addressed to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the International Underwriters concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

11. Two signed originals of each of the certificates of the Company, Dr. Ma, joint company secretaries of the Company, officers of the Company and directors of the Company in the form set out in the schedules and/or exhibits of the International Underwriting Agreement.

12. Two certified true copies of the written resolutions by the authorised attorneys of the board of directors approving the final offer price and basis of allotment.

13. Two certified true copies of the Admission issued by the Listing Committee of the Stock Exchange.

14. Two copies of the declaration signed by a Director and the company secretary of the Company in the form set out in Form F published in Regulatory Forms (as defined in the Listing Rules).

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriters' Application, such application must be made online via the HK eIPO White Form Service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriters' Applications.

SCHEDULE 5

ADVERTISING ARRANGEMENTS

The Formal Notice is to be published on the official website of the Stock Exchange (www.hkexnews.hk) and the website of the Company (www.tennortherapeutics.com) on May 14, 2026.

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

   1.1 a trust corporation having been entrusted with total assets of not less than HK$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;

   1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;

   1.3 a corporation the sole business of which is to hold investments and which is wholly owned by (1) a trust corporation which falls within paragraph 1.1 above; (2) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; or (a corporation or partnership which falls within paragraph 1.4 below); and

   1.4 a high net worth corporation or partnership having total assets of at least HK$40 million (or equivalent) or a portfolio of at least HK$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months.

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

2. As a consequence of categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the "**Code**") and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

   2.1 Client agreement: We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

   2.2 Risk disclosures: We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

   2.3 Information about us: We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation: We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients: We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program: If you wish to deal through the Stock Exchange in securities admitted to trading on the Stock Exchange under the Nasdaq-Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability: We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterization/disclosure of sales related information: We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterization and paragraph 8.3A of the Code relating to disclosure of sales related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.

4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.

6. By entering into this Agreement, you hereby agree and acknowledge that we (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

SIGNED by **MA ZHENKUN (馬振坤)**)
)
for and on behalf of)
TENNOR THERAPEUTICS (SUZHOU))
LIMITED (丹諾醫藥(蘇州)股份有限公司))

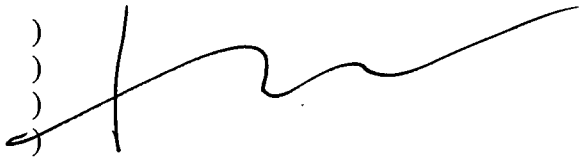
SIGNED by)
)
MA ZHENKUN)
(馬振坤)

SIGNED by **Shufan Zhou (Sandy)**)
)
for and on behalf of)
CITIC SECURITIES)
(HONG KONG) LIMITED)

SIGNED by **Bryan Bian**)
)
for and on behalf of)
ABCI Capital Limited)

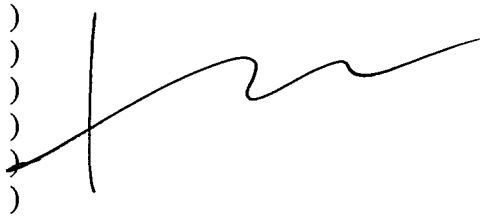
SIGNED by **Shufan Zhou (Sandy)**)
)
for and on behalf of)
CLSA LIMITED)

SIGNED by **YANG Buyun**)
)
for and on behalf of **CLSA**)
LIMITED)



SIGNED by **Shufan Zhou (Sandy)**)
)
for and on behalf of)
CLSA LIMITED)
for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

SIGNED by **YANG Buyun**)
)
for and on behalf of)
CLSA LIMITED)
for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))



SIGNED by **Bryan Bian**)
)
for and on behalf of)
ABCI Capital Limited)
for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))

SIGNED by **Charles Wong**)
)
for and on behalf of)
ABCI Securities Company Limited)