

CORNERSTONE INVESTMENT AGREEMENT

June 12, 2026

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

AND

HHLR ADVISORS, LTD.

AND

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 12, 2026

BETWEEN:

- (1) **SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.** (上海仙工智能科技股份有限公司), a joint stock company incorporated in the PRC with limited liability whose registered office is at No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC (the “**Company**”);
- (2) **HHLR ADVISORS, LTD.**, a company incorporated in the Cayman Islands whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Investor**”); and
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”).

RECITALS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor; and CICC and CMB International Capital Limited (“**CMBI**”) are acting as the Overall Coordinators of the Global Offering (CICC and CMBI together, the “**Overall Coordinators**” and each a “**Overall Coordinator**”).
- (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 words, terms and expressions shall, unless the context requires otherwise, have the following meanings:

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

“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(f);

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

“Brokerage” means brokerage calculated as 1.0% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules);

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

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

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

“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 terms 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 Reports” means the filing reports of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on May 29, 2025 and December 1, 2025, respectively, pursuant to Article 13 of 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》);

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

“CSRC Filings” 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 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 other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Reports);

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

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

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

whether conditionally or unconditionally; or

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or in any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or disclosing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i) to (iii) above, in each case whether any of the foregoing transactions described in (i) to (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” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

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

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

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

“Group” means the Company and its subsidiaries;

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

“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 shares in the share capital of the Company with a nominal value of RMB1.00 each, which will be listed and traded on the Main Board of the Stock Exchange;

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

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

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

“Investor Affiliate” means any affiliates of the Investor and any person directly or indirectly managed or advised by the Investor;

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

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

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

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

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

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

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

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

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

“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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or its Investor Affiliate 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;

“**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(ies)**” has the meaning given to it in the Companies Ordinance;

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

“**US dollar**” means the lawful currency of the United States;

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

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

1.2 In this Agreement, unless the context otherwise requires:

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

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

2. INVESTMENT

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

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

2.2 The Investor may elect by notice in writing served to the Company, the Sole Sponsor and the Overall Coordinators, not later than three business days prior to the Listing Date to subscribe for the Investor Shares through an Investor Affiliate that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

- (a) the Investor shall procure such Investor Affiliate on such date to provide to the Company, the Sole Sponsor and the Overall Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such Investor Affiliate; and

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sole Sponsor and the Overall Coordinators the due and punctual performance and observance by such Investor Affiliate of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition set out in clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) at or prior to the Closing:
 - (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed 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 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 agreements, representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are true, accurate and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Sole Sponsor or the Overall Coordinators to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right

(if any) to bring any claim or action against the Company, the Sole Sponsor and/or the Overall Coordinators or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, partners, associates, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor 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 Investor’s 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 clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Sole Sponsor, the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.

- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Sole Sponsor and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.7 In the event that, in the opinion of the Company, the Overall Coordinators and the Sole Sponsor, the requirements under Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, and Rule 18C.08 of the Listing Rules, which stipulates that at least 50% of the total number of H Shares offered in the Global Offering (excluding any H Shares to be issued pursuant to the exercise of the Over-allotment Option) must be taken up by independent price setting investors in the International Offering (whether as cornerstone investors or otherwise), may not be complied with on the Listing Date, the Sole Sponsor, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08(3) and 18C.08 of the Listing Rules. Further, the Company and the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its Investor Affiliate (where the Investor Shares are to be held by such Investor Affiliate) agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the “**Lock-up Period**”), (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions with the same economic effect as any aforesaid transactions.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any Investor Affiliate, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Overall Coordinators and the Sole Sponsor, which contains the identity of such Investor Affiliate (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 Investor Affiliate, and such evidence, to the reasonable satisfaction of the Company, the Overall Coordinators and the Sole Sponsor, to prove that the prospective transferee is an Investor Affiliate as the Company, the Overall Coordinators and the Sole Sponsor may reasonably require;

- (b) prior to such transfer, such Investor Affiliate gives a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms reasonably satisfactory to them) agreeing to, and the Investor undertakes to procure that such Investor Affiliate will, be bound by the Investor's obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such Investor Affiliate were itself subject to such obligations and restrictions;
- (c) such Investor Affiliate shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
- (d) the Investor and such Investor Affiliate 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;
- (e) if at any time prior to expiration of the Lock-up Period, such Investor Affiliate ceases or will cease to be an Investor Affiliate, it shall (and the Investor shall procure that such Investor Affiliate shall) immediately, and in any event before ceasing to be an Investor Affiliate, fully and effectively transfer the Relevant Shares it holds to the Investor or another Investor Affiliate, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms reasonably satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such Investor Affiliate were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such Investor Affiliate is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, prior to the expiration of the Lock-up Period, except with the prior written consent of the Company, the Sole Sponsor and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital.

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 Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Investor's holding of

the Company's share capital is on a proprietary investment basis. The Investor shall not and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide for New Listing Applicants or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Sole Sponsor and the Overall Coordinators that:
- (a) each of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
 - (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and/or required under relevant Laws and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global

Offering, and all such information is true, complete and accurate in all material respects and is not misleading;

- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Sole Sponsor may submit information about their subscription or purchase of the H Shares or otherwise their 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), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for and/or acquired 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 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 reallocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 18C of the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08(3) and 18C.08 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) 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;

- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in accordance with any applicable securities Laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (m) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by an Investor Affiliate, the Investor shall procure that this Investor Affiliate remains an Investor Affiliate and continues to adhere to and abide by the terms and conditions hereunder for so long as such Investor Affiliate continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (o) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any right to bring any claims or action which it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering (including, without limitation, when 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) other than in cases of their wilful default, misconduct, fraud or gross negligence;
- (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, supervisors (where applicable), officers, employees, advisors, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating their 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 6.10) 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 6.10) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities Laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or 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 (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor 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);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on it or its behalf has engaged or will engage in any directed selling efforts (within the meaning of

Regulation S) with respect to the Investor 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 Investor Shares;

- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisers, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators, and their respective directors, supervisors (where applicable), officers, employees, advisers, 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 Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, advisers, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (where applicable), officers, employees, advisers, agents, representatives, associates, partners and affiliates resulting from its use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Sole Sponsor, the Overall Coordinators, the CMIs, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisers 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, research and development, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisers 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, research and development, prospects or condition,

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

- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription for 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 its concerns, 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 the Sole Sponsor, the Overall Coordinators, the CMI or the other underwriters in connection with the Global Offering and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees, partners, advisers, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;
- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Sole Sponsor and the Overall Coordinators and their respective subsidiaries, associates, partners, affiliates, directors, supervisors (where applicable), officers, employees, advisers, agents or representatives and other parties participating in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, partners, advisers, agents or representatives or any other parties participating in the Global Offering to the Investor or its Investor Affiliate will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and the

Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement;

- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and
- (dd) the Company and the Overall Coordinators may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, the minimum public float requirement under Rule 8.08(1) of the Listing Rules, the free float requirement under Rule 19A.13C of the Listing Rules or as otherwise approved by the Stock Exchange.

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

- (a) it has been duly incorporated and is validly existing under the Laws of their place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect, and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if it

becomes aware that any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (g) the Investor shall provide, upon request, to the Company, the Overall Coordinators and/or the Sole Sponsor and their respective affiliates as soon as reasonably practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for 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 or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information 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, its respective name and place of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) it is a Professional Investor and by entering into this Agreement, it is not a client of the Sole Sponsor or the Overall Coordinators or the CMI's or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if 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;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates: (i) are third parties independent of the Company, its connected persons and their respective associates; (ii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor or its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholders, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;

- (p) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of the Sole Sponsor, the Overall Coordinators, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “discretionary managed portfolio” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) falls within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide for New Listing Applicants and will refrain from acting in any manner that would cause the Company, the Overall Coordinators and/or the Sole Sponsor to be in breach of such provisions;
- (w) 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 of the Company, its subsidiaries or connected person of the Company, by the Sole Sponsor or the Overall Coordinators, or by any one of the underwriters or CMIs of the Global Offering;
- (x) 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;

- (y) none of the Investor or any of its associates and beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (z) 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
- (aa) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

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

6.4 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities Laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, and the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of

the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any material respect.

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators, and the other underwriters and the CMIs of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisers, 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 for 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 Investor Affiliate where any Relevant Shares are to be held by such Investor Affiliate or their respective officers, directors, supervisors, employees, staff, affiliates, advisers, 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 (together, the “**Losses**”), provided that such Losses have not been caused solely and directly by the gross negligence, willful default or fraud of the Indemnified Parties as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be). The provisions of this clause 6.5 shall survive the termination of this Agreement in all circumstances.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly established and is validly existing under the Laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-up Period provided under clause 5.1, 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, its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the

requirements set out under applicable paragraphs of Chapter 4.15 of the Guide for New Listing Applicants) with any of the Investor, or its affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives; and

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

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2 or 4.6; or
- (b) solely by the Company, or by each of the Sole Sponsor and the Overall Coordinators in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor (or the Investor Affiliate in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings, acknowledgements 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 and the indemnities given by the Investor herein 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 Sole Sponsor, the Overall Coordinators and the Investor without the prior written consent of the other Parties. Notwithstanding

the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators is subject, and the background of the Investor and the relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements or display documents to be issued by or on behalf of the Company, the Sole Sponsor and/or Overall Coordinators in connection with the Global Offering;
 - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such person 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 person; 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 Sole Sponsor and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall reasonably cooperate with the Company, the Sole Sponsor and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor 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: No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC
Email: fansq@seer-group.com
Attention: Project 118

If to the Investor, to:

Address: Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong
Attention: Adam Hornung
Email address: legal@hillhouseinvestment.com

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email: ib_118@cicc.com.cn
Attention: Project 118 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

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

obligations described hereunder.

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company, the Sole Sponsor and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor in accordance with clause 4.2 for the purposes of this Agreement and the transactions contemplated under this Agreement.
- 10.3 The obligations of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of the Sole Sponsor or any other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or any other Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the Sole Sponsor or any other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement, but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and
 - (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 Sole Sponsor 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 Sole Sponsor or Overall Coordinator shall, severally and not jointly nor jointly and severally, 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 Sole Sponsor and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy, 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 shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “HKIAC”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be three. 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 Hillhouse Investment Management Limited at Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sole Sponsor and the Overall Coordinators, and to deliver to the Company, the Sole Sponsor and the Overall Coordinators a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

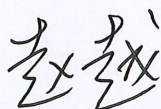
14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)



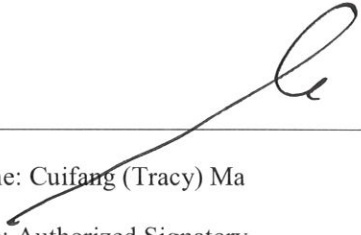
Name: Zhao Yue

Title: Executive Director

[Signature page to cornerstone investment agreement]

FOR AND ON BEHALF OF:

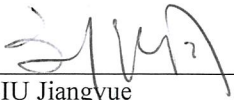
HHLR Advisors, Ltd.



Name: Cuifang (Tracy) Ma
Title: Authorized Signatory

FOR AND ON BEHALF OF:

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


Name: LIU Jiangyue
Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 15,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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.

Pursuant to Rule 18C.09 of the Listing Rules and Chapter 4.14 of the Guide for New Listing Applicants, in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for 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 and Conditions 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. The Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules; (iv) Rule 18C.08 to the Listing Rules which provides that at least 50% of the total number of shares offered in the initial public offering (excluding any shares to be issued pursuant to the exercise of any Offer Size Adjustment Option and Over-allotment Option) of a Specialist Technology Company must be taken up by independent price setting investors in the placing tranche (whether as cornerstone investors or otherwise); and (v) Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	HHLRA: WK-272606
Business registration number:	HHLRA: WK-272606
Business address and telephone number and contact person:	Suite 2202, 22nd Floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong Adam Hornung legal@hillhouseinvestment.com
Principal activities:	Investment holding
Description of the Investor for insertion in the Prospectus:	HHLR Advisors, Ltd. (“HHLRA”), part of the Hillhouse Group, is an exempted company incorporated in the Cayman Islands that acts as the investment manager of investment funds (collectively the “HHLRA Funds”), which are limited partnerships formed under the laws of the Cayman Islands. There is no individual limited partner investor who holds an economic interest of 30% or more in the HHLRA Funds. HHLRA intends to hold the Offer Shares through one of the HHLRA Funds, namely HACF, L.P. HHLRA collaborates with industry-defining enterprises, aiming to establish alignment with sustainable, forward-thinking companies across industrial, consumer, healthcare and business services sectors. HHLRA manages capital for global institutions, including non-profit foundations, endowments, and pensions. HHLRA is entering the Cornerstone Investment Agreement with the Company in its capacity as an investment manager and on behalf of the HHLRA Funds.
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 Independent price setting investor

CORNERSTONE INVESTMENT AGREEMENT

June 12, 2026

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

AND

YUANBAO FAMILY OFFICE LIMITED

AND

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 12, 2026

BETWEEN:

- (1) **SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.** (上海仙工智能科技股份有限公司), a joint stock company incorporated in the PRC with limited liability whose registered office is at No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC (the “**Company**”);
- (2) **YUANBAO FAMILY OFFICE LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit 2438, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (the “**Investor**”); and
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”).

RECITALS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor; CICC and CMB International Capital Limited (“**CMBI**”) are acting as the Overall Coordinators of the Global Offering (CICC and CMBI together, the “**Overall Coordinators**” and each a “**Overall Coordinator**”).
- (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 words, terms and expressions shall, unless the context requires otherwise, have the following meanings:

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

“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(f);

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

“Brokerage” means brokerage calculated as 1.0% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules);

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

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

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

“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 terms 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 Reports” means the filing reports of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on May 29, 2025 and December 1, 2025, respectively, pursuant to Article 13 of 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》);

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

“CSRC Filings” 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 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 other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Reports);

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

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

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

whether conditionally or unconditionally; or

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or in any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or disclosing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i) to (iii) above, in each case whether any of the foregoing transactions described in (i) to (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” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

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

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

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

“Group” means the Company and its subsidiaries;

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

“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 shares in the share capital of the Company with a nominal value of RMB1.00 each, which will be listed and traded on the Main Board of the Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

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

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

“subsidiary(ies)” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and

possessions, any state of the United States and the District of Columbia;

“**US dollar**” means the lawful currency of the United States;

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

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

1.2 In this Agreement, unless the context otherwise requires:

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

government, a state or agency of a state, a joint venture, an association or partnership (whether or not having separate legal personality);

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

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

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

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

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

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

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition set out in clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) at or prior to the Closing:
 - (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed 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 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 agreements, representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are true, accurate and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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

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

representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor 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 Investor’s 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 clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Sole Sponsor, the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated

in this Agreement, the Company, the Sole Sponsor and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.7 In the event that, in the opinion of the Company, the Overall Coordinators and the Sole Sponsor, the requirements under Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, Rule 18C.08 of the Listing Rules, which stipulates that at least 50% of the total number of H Shares offered in the Global Offering (excluding any H Shares to be issued pursuant to the exercise of the Over-allotment Option) must be taken up by independent price setting investors in the International Offering (whether as cornerstone investors or otherwise) may not be complied with on the Listing Date, the Sole Sponsor, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08(3) and 18C.08 of the Listing Rules. Further, the Company and the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.
- 4.8 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents 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 Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19, declaration of a national, international, regional emergency, disaster, calamity, crisis, economic or comprehensive sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation or outbreak of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, political unrest, outbreak or escalation of hostilities, severe transportation disruption, and other natural disaster, other industrial action, general failure of electricity or other supply, aircraft collision, accidental or mechanical or electrical breakdown, technical or 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. In such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 4.8 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.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the “**Lock-up Period**”), (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions with the same economic effect as any aforesaid transactions.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Overall Coordinators and the Sole Sponsor, 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 Overall Coordinators and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Overall Coordinators and the Sole Sponsor may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (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;

- (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 favor of the Company, the Sole Sponsor and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Sponsor and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital.
- 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 Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide for New Listing Applicants or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements.
- 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to

each of the Company, the Sole Sponsor and the Overall Coordinators that:

- (a) each of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and/or required under relevant Laws and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all material respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Sole Sponsor may submit information about its subscription or purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for and/or acquired 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 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 reallocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 18C of the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08(3) and 18C.08 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) 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;
- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in accordance with any applicable securities Laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (m) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to

hold any of the Investor Shares before the expiration of the Lock-up Period;

- (o) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any right to bring any claims or action which it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering (including, without limitation, when 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);
- (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, supervisors (where applicable), officers, employees, advisors, agents 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;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other

materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor 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);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Investor 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 Investor Shares;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisers, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators, and their respective directors, supervisors (where applicable), officers, employees, advisers, 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 Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (v) none of the Sole Sponsor, the Overall Coordinators, the CMI, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisers 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, research and development, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisers 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, research and development, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription for 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 the Sole Sponsor, the Overall Coordinators, the CMIs or the other underwriters in connection with the Global Offering and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective associates, affiliates, directors, supervisors (where applicable), officers, employees,

partners, advisers, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Sole Sponsor and the Overall Coordinators and their respective subsidiaries, associates, partners, affiliates, directors, supervisors (where applicable), officers, employees, advisors, agents or representatives and other parties participating in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, partners, advisers, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement entered into among the Investor, the Company and the Sole Sponsor;
- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and
- (dd) the Company and the Overall Coordinators may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, the minimum public float requirement under Rule 8.08(1) of the Listing Rules, the free float requirement under Rule 19A.13C of the Listing Rules or as otherwise approved by the Stock Exchange.

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

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect, and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators 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;
- (g) the Investor shall provide, upon request, to the Company, the Overall Coordinators and/or the Sole Sponsor and their respective affiliates as soon as practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for 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 or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Sole Sponsor and/or the Overall

Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of the Sole Sponsor or the Overall Coordinators or the CMI or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if 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;

- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates: (i) are third parties independent of the Company, its connected persons and their respective associates; (ii) are not connected persons or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor or its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholders, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (p) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of the Sole Sponsor, the Overall Coordinators, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "discretionary managed portfolio" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide for New Listing Applicants and will refrain from acting in any manner that would cause the Company, the Overall Coordinators and/or the Sole Sponsor to be in breach of such provisions;
- (w) 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 of the Company, its subsidiaries or connected person of the Company, by the Sole Sponsor or the Overall Coordinators, or by any one of the underwriters or CMIs of the Global Offering;
- (x) the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) none of the Investor or any of its associates and beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (z) 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
- (aa) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Sole Sponsor and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule

2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Sponsor and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC. 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.

- 6.4 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities Laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, and the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators, and the other underwriters and the CMIs of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisers, 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 for 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 its officers, directors, supervisors, employees, staff, affiliates, advisers, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case

may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, and, if applicable, the Delayed Delivery Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly established and is validly existing under the Laws of the PRC;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to full payment and the Lock-up Period provided under clause 5.1, 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, its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide for New Listing Applicants) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives; and
- (e) except as provided for in this Agreement, neither the Company nor any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2 or 4.6 or 4.8; or
- (b) solely by the Company, or by each of the Sole Sponsor and the Overall Coordinators in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings, acknowledgements 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 and the indemnities given by the Investor herein 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 Sole Sponsor, the Overall Coordinators and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators 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 or display documents to be issued by or on behalf of the Company, the Sole Sponsor and/or Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such person 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 person; 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 Sole Sponsor and the Overall Coordinators in advance to seek their prior

written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Sponsor and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor 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: No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone,
Shanghai, PRC
Email: fansq@seer-group.com
Attention: Project 118

If to the Investor, to:

Address: Unit 2438, Lee Garden One, 33 Hysan Avenue, Causeway Bay,
Hong Kong
Email: wzhang@haofund.com
Attention: Wei Zhang

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street,
Central, Hong Kong
Email: ib_118@cicc.com.cn

Attention: Project 118 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company, the Sole Sponsor and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor in accordance with clause 4.2 for the purposes of this Agreement and the transactions contemplated under this Agreement.
- 10.3 The obligations of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of the Sole Sponsor or any other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or any other Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the Sole Sponsor or any other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.

- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement, but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and
 - (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 Sole Sponsor 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 Sole Sponsor or Overall Coordinator shall, severally and not jointly nor jointly and severally, 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 Sole Sponsor and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy, 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 shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “HKIAC”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be three. 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.

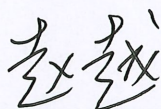
13. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)



Name: Zhao Yue

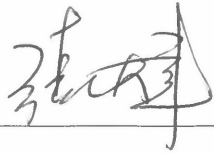
Title: Executive Director

[Signature page to cornerstone investment agreement]

FOR AND ON BEHALF OF:

Yuanbao Family Office Limited

By:

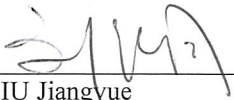


Name: Wei Zhang

Title: CIO, Authorized Signatory

FOR AND ON BEHALF OF:

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


Name: LIU Jiangyue
Title: Managing Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 15,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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.

Pursuant to Rule 18C.09 of the Listing Rules and Chapter 4.14 of the Guide for New Listing Applicants, in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for 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 and Conditions 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. The Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules; (iv) Rule 18C.08 to the Listing Rules which provides that at least 50% of the total number of shares offered in the initial public offering (excluding any shares to be issued pursuant to the exercise of any Offer Size Adjustment Option and Over-allotment Option) of a Specialist Technology Company must be taken up by independent price setting investors in the placing tranche (whether as cornerstone investors or otherwise); and (v) Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	3290461
Business registration number:	75431038
Business address and telephone number and contact person:	Unit 2438, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong. Zhang Wei, 84938351
Principal activities:	Investment
Ultimate controlling shareholder:	Zhang Wei
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	Investment
Shareholder and interests held:	Zhang Wei 95%, CHEN Qingyue5%
Description of the Investor for insertion in the Prospectus:	Yuanbao Family Office Limited (“ Yuanbao Family Office (元寶家辦) ”) is a company incorporated in Hong Kong. The principal investment objective of Yuanbao Family Office is to maximize absolute return and seek long-term capital growth primarily through fundamental investment principle with a value approach. Mr. Zhang Wei, founder and ultimate beneficial owner of Yuanbao Family Office, holds 30% or more of the ownership interests therein. None of the other single shareholders holds 30% or more of the interests in Yuanbao Family Office.
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 Independent price setting investor

CORNERSTONE INVESTMENT AGREEMENT

June 12, 2026

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

AND

3W FUND MANAGEMENT LIMITED

AND

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

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THIS AGREEMENT (this “**Agreement**”) is made on June 12, 2026

BETWEEN:

- (1) **SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.** (上海仙工智能科技股份有限公司), a joint stock company incorporated in the PRC with limited liability whose registered office is at No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC (the “**Company**”);
- (2) **3W FUND MANAGEMENT LIMITED**, a company incorporated in Hong Kong whose registered office is at Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong (the “**Investor**”); and
- (3) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”).

RECITALS:

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Main Board of the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of H Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and
 - (ii) a conditional placing of H Shares (subject to reallocation and the Over-allotment Option (as defined below)) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in offshore transactions in reliance on Regulation S (as defined below) (the “**International Offering**”).
- (B) CICC is acting as the Sole Sponsor; CICC and CMB International Capital Limited (“**CMBI**”) are acting as the Overall Coordinators of the Global Offering (CICC and CMBI together, the “**Overall Coordinators**” and each a “**Overall Coordinator**”).
- (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 words, terms and expressions shall, unless the context requires otherwise, have the following meanings:

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

“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(f);

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

“Brokerage” means brokerage calculated as 1.0% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fees Rules (as defined under the Listing Rules);

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

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

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

“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 terms 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 Reports” means the filing reports of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, submitted to the CSRC on May 29, 2025 and December 1, 2025, respectively, pursuant to Article 13 of 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》);

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

“CSRC Filings” 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 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 other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Reports);

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

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

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

whether conditionally or unconditionally; or

- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or in any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or disclosing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i) to (iii) above, in each case whether any of the foregoing transactions described in (i) to (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” means the rules governing listing or issue fees, and levies, trading fees, brokerage and other charges relating to transactions of securities listed or to be listed on the Stock Exchange as published in the “Fees Rules” section of the Stock Exchange’s website from time to time;

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

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

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

“Group” means the Company and its subsidiaries;

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

“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 shares in the share capital of the Company with a nominal value of RMB1.00 each, which will be listed and traded on the Main Board of the Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“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, supplemented or otherwise modified from time to time;

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

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

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

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

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

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

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

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

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

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

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

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

“subsidiary(ies)” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and

possessions, any state of the United States and the District of Columbia;

“**US dollar**” means the lawful currency of the United States;

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

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

1.2 In this Agreement, unless the context otherwise requires:

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

government, a state or agency of a state, a joint venture, an association or partnership (whether or not having separate legal personality);

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

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

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

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

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

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

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the condition set out in clause 3.1(f) can only be jointly waived by the Company, the Sole Sponsor and the Overall Coordinators) at or prior to the Closing:
 - (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares) as well as other applicable waivers and approvals and such approval, permission or waiver having not been revoked prior to the commencement of

dealings in the H Shares on the Stock Exchange;

- (d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
- (e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (f) the respective agreements, representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are true, accurate and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

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

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

representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than 8:00 a.m. (Hong Kong time) two (2) clear business days prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.
- 4.3 If the Overall Coordinators 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. If the Investor Shares are to be delivered to the Investor on the Delayed Delivery Date, the Investor shall nevertheless pay for the Investor 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 Investor’s 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 clause 4.3, delivery of, and payment for the Investor Shares may also be made in any other manner which the Company, the Sole Sponsor, the Overall Coordinators and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.6 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated

in this Agreement, the Company, the Sole Sponsor and the Overall Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Sole Sponsor and the Overall Coordinators may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.7 In the event that, in the opinion of the Company, the Overall Coordinators and the Sole Sponsor, the requirements under Rule 8.08(3) of the Listing Rules, which stipulates that no more than 50% of the H Shares in public hands can be beneficially owned by the three largest public shareholders of the Company, Rule 18C.08 of the Listing Rules, which stipulates that at least 50% of the total number of H Shares offered in the Global Offering (excluding any H Shares to be issued pursuant to the exercise of the Over-allotment Option) must be taken up by independent price setting investors in the International Offering (whether as cornerstone investors or otherwise) may not be complied with on the Listing Date, the Sole Sponsor, the Overall Coordinators and the Company shall have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08(3) and 18C.08 of the Listing Rules. Further, the Company and the Overall Coordinators can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.
- 4.8 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents 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 Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond control of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors, associates, partners, agents and representatives (as the case may be), including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and the COVID-19, declaration of a national, international, regional emergency, disaster, calamity, crisis, economic or comprehensive sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat or escalation or outbreak of hostilities, war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, political unrest, outbreak or escalation of hostilities, severe transportation disruption, and other natural disaster, other industrial action, general failure of electricity or other supply, aircraft collision, accidental or mechanical or electrical breakdown, technical or 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. In such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate; provided that termination of this Agreement pursuant to this clause 4.8 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.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself agrees, covenants with and undertakes to the Company, the Sole Sponsor and the Overall Coordinators that without the prior written consent of each of the Company, the Sole Sponsor and the Overall Coordinators, the Investor will not, whether directly or indirectly, at any time during the period of six (6) months from the Listing Date (the “**Lock-up Period**”), (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions with the same economic effect as any aforesaid transactions.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than three (3) business days’ prior written notice of such transfer is provided to the Company, the Overall Coordinators and the Sole Sponsor, 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 Overall Coordinators and the Sole Sponsor, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Overall Coordinators and the Sole Sponsor may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Sole Sponsor and the Overall Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
 - (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;

- (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 favor of the Company, the Sole Sponsor and the Overall Coordinators in terms satisfactory to them) agreeing to be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
 - (f) such wholly-owned subsidiary is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sole Sponsor and the Overall Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital.
- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis (or for fund(s) it acts as investment manager), and to, upon reasonable request by the Company, the Sole Sponsor and/or the Overall Coordinators, provide reasonable evidence to the Company, the Sole Sponsor and the Overall Coordinators showing that the Investor's holding of the Company's share capital is on a proprietary investment basis (or for fund(s) it acts as investment manager). The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners shall, apply for or place an order through the book building process for H Shares in the Global Offering (other than the Investor Shares) or make an application for H Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide for New Listing Applicants or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives has or will enter into such arrangements or agreements.
- 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Sole Sponsor and the Overall Coordinators that:
- (a) each of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
 - (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and/or required under relevant Laws and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all material respects and is not misleading;
 - (d) the Investor acknowledges and consents that the Company, the Overall Coordinators and the Sole Sponsor may submit information about its subscription or purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC), to the extent that the submission of such information and the information submitted is required under relevant laws, rules and regulations and/or requested by the Governmental Authority;
 - (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering, and the Investor shall not have any right to raise any objection thereto;
 - (f) the Investor Shares will be subscribed for and/or acquired 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 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 reallocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 18C of the Listing Rules, Chapter 4.14 of the Guide for New Listing Applicants or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Company, the Sole Sponsor and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to ensure compliance with Rules 8.08(3) and 18C.08 of the Listing Rules;
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Sole Sponsor and/or the Overall Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) 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;
- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in accordance with any applicable securities Laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (m) it understands that none of the Company, the Sole Sponsor, the Overall Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, associates, partners and representatives has made any representation as to the availability of any available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by

the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;

- (o) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any right to bring any claims or action which it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, supervisors (where applicable), officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering (including, without limitation, when 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);
- (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, supervisors (where applicable), officers, employees, advisors, agents 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;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives constitutes an invitation or offer or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the

draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor 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);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) the Investor has not acquired the Investor Shares as a result of, and neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Investor 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 Investor Shares;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Sole Sponsor or the Overall Coordinators concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the subscription for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators (including their respective directors, supervisors, officers, employees, advisers, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Sole Sponsor, the Overall Coordinators, and their respective directors, supervisors (where

applicable), officers, employees, advisers, 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 Sole Sponsor, the Overall Coordinators and their respective directors, supervisors (where applicable), officers, employees, advisers, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisers, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (v) none of the Sole Sponsor, the Overall Coordinators, the CMI, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisers 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, research and development, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, supervisors (where applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisers 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, research and development, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription for 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 the Sole Sponsor, the Overall Coordinators, the CMI or the other underwriters in connection with the Global Offering and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective associates,

affiliates, directors, supervisors (where applicable), officers, employees, partners, advisers, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Sole Sponsor and the Overall Coordinators and their respective subsidiaries, associates, partners, affiliates, directors, supervisors (where applicable), officers, employees, advisers, agents or representatives and other parties participating in the Global Offering have made no assurances that a public market will ever exist for the Investor Shares;
- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Sole Sponsor, the Overall Coordinators or any of their respective associates, affiliates, directors, supervisors, officers, employees, partners, advisers, agents or representatives or any other parties participating in the Global Offering to the Investor or its subsidiaries will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (bb) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators and the Sole Sponsor on the other hand in relation to the Global Offering, other than this Agreement entered into among the Investor, the Company and the Sole Sponsor;
- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5; and
- (dd) the Company and the Overall Coordinators may adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules, which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, the minimum public float requirement under Rule 8.08(1) of the Listing Rules, the free float requirement under Rule 19A.13C of the Listing Rules or as otherwise approved by the Stock Exchange.

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

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect, and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators 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;
- (g) the Investor shall provide, upon request, to the Company, the Overall Coordinators and/or the Sole Sponsor and their respective affiliates as soon as practicable and to the extent legally permissible such information as may be required by the Stock Exchange and other Governmental Authority;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for 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 or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or

indirectly through the Company, the Sole Sponsor and/or the Overall Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”) within the time as requested by any of the Regulators. The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, supervisors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of the Sole Sponsor or the Overall Coordinators or the CMIs or the underwriters in connection with the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account or for the account(s) of the fund(s) that it acts as investment manager and for investment purposes and on a proprietary investment basis or for fund(s) that it acts as investment manager without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) if 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;

- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates: (i) are third parties independent of the Company, its connected persons and their respective associates; (ii) are not connected persons or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor or its beneficial owner(s) becoming connected persons of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholders, substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (p) the Investor will subscribe for the Investor Shares using the fund under its management and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of the Sole Sponsor, the Overall Coordinators, the bookrunner(s), the lead manager(s), the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “discretionary managed portfolio” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the

foregoing;

- (t) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”, “non-SFC authorized fund” and “independent price setting investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (u) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (v) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide for New Listing Applicants and will refrain from acting in any manner that would cause the Company, the Overall Coordinators and/or the Sole Sponsor to be in breach of such provisions;
- (w) 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 of the Company, its subsidiaries or connected person of the Company, by the Sole Sponsor or the Overall Coordinators, or by any one of the underwriters or CMIs of the Global Offering;
- (x) the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (y) none of the Investor or any of its associates and beneficial owners has applied for or placed an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement;
- (z) 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
- (aa) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Sole Sponsor and the Overall Coordinators that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Sole Sponsor and the Overall Coordinators and their respective affiliates is true, complete and accurate in all respects and is not misleading. Without prejudice to the provisions of clause 6.1(b),

the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Sole Sponsor and/or the Overall Coordinators in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sole Sponsor and the Overall Coordinators. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Sole Sponsor and/or the Overall Coordinators to ensure their respective compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC. 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.

- 6.4 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities Laws of the United States, amongst others. The Investor acknowledges that the Company, the Sole Sponsor, the Overall Coordinators, and the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Sole Sponsor and the Overall Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Sole Sponsor, the Overall Coordinators, and the other underwriters and the CMI's of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (where applicable), employees, staff, associates, partners, advisers, 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 for 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 its officers, directors, supervisors, employees, staff, affiliates, advisers, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date, and, if applicable, the Delayed Delivery Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly established and is validly existing under the Laws of the PRC;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to full payment and the Lock-up Period provided under clause 5.1, 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, its controlling shareholders, any member of the Group and their respective affiliates, directors, supervisors (where applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide for New Listing Applicants) with any of the Investors or its affiliates, directors, supervisors (where applicable), officers, employees, agents or representatives; and
 - (e) except as provided for in this Agreement, neither the Company nor any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

7. TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2 or 4.6 or 4.8; or
 - (b) solely by the Company, or by each of the Sole Sponsor and the Overall Coordinators in each of their respective sole discretion, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties,

undertakings, acknowledgements 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 and the indemnities given by the Investor herein 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 Sole Sponsor, the Overall Coordinators and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sole Sponsor and/or the Overall Coordinators 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 or display documents to be issued by or on behalf of the Company, the Sole Sponsor and/or Overall Coordinators in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such person 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 person; 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 Sole Sponsor and the Overall Coordinators in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sole Sponsor and the Overall Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Sole Sponsor, the Overall Coordinators and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Sole Sponsor or the Overall Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Sole Sponsor 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: No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC
Email: fansq@seer-group.com
Attention: Project 118

If to the Investor, to:

Address: Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong
Email: zhouyy@3wfund.com
Facsimile: 852-25973199
Attention: Chief Operating Officer

If to CICC, to:

Address: 29/F, One International Finance Centre, 1 Harbour View Street,
Central, Hong Kong
Email: ib_118@cicc.com.cn
Attention: Project 118 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company, the Sole Sponsor and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor in accordance with clause 4.2 for the purposes of this Agreement and the transactions contemplated under this Agreement.
- 10.3 The obligations of the Sole Sponsor and the Overall Coordinators as provided in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Overall Coordinators will be liable for any failure on the part of the Sole Sponsor or any other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or any other Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the Sole Sponsor or any other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.4 The Investor, the Company, the Sole Sponsor and the Overall Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to, or consent from, any person who is not a Party.

- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement, but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement; and
 - (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 Sole Sponsor 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 Sole Sponsor or Overall Coordinator shall, severally and not jointly nor jointly and severally, 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 Sole Sponsor and the Overall Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy, 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 shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “HKIAC”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted. The law of this arbitration clause shall be Hong Kong Law. The seat of arbitration shall be in Hong Kong. The number of arbitrators shall be three. 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.

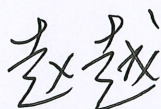
13. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)



Name: Zhao Yue

Title: Executive Director

[Signature page to cornerstone investment agreement]

FOR AND ON BEHALF OF:

3W FUND MANAGEMENT LIMITED

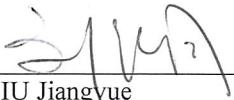
A handwritten signature in black ink, appearing to read 'Wu Weiwei', is positioned above a horizontal line.

Name: Weiwei WU

Title: Director

FOR AND ON BEHALF OF:

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


Name: LIU Jiangyue
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 10,000,000 (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.

Pursuant to Rule 18C.09 of the Listing Rules and Chapter 4.14 of the Guide for New Listing Applicants, in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for 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 and Conditions 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. The Company and the Overall Coordinators have the right to adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (ii) the minimum public float requirement under Rule 19A.13A of the Listing Rules or as otherwise approved by the Stock Exchange; (iii) the minimum free float requirement under Rule 19A.13C of the Listing Rules; (iv) Rule 18C.08 to the Listing Rules which provides that at least 50% of the total number of shares offered in the initial public offering (excluding any shares to be issued pursuant to the exercise of any Offer Size Adjustment Option and Over-allotment Option) of a Specialist Technology Company must be taken up by independent price setting investors in the placing tranche (whether as cornerstone investors or otherwise); and (v) Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1779326
Business registration number:	60150233
Business address and telephone number and contact person:	Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong. (852) 2597 3166 Yuanyuan ZHOU
Principal activities:	Asset management
Ultimate controlling shareholder:	Weiwei WU
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	3W Fund Management Limited (“ 3W Fund ”) is incorporated in Hong Kong with limited liability and licensed by the SFC to carry out type 9 (asset management) regulated activity. 3W Fund has agreed to procure 3W Global Fund, over which 3W Fund has discretionary investment management power, to subscribe for such number of the Offer Shares. 3W Global Fund pursues to maximize absolute return and seek long-term capital growth primarily through fundamental investment principle with value approach. 3W Fund is wholly owned by Mr. Wu Weiwei. No single investor holds 30% or more of the interests in 3W Global Fund.
Relevant investor category(ies) (as required to be included on the Stock	Cornerstone investor

Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places:

Non-SFC-authorised fund

Independent price setting investor

基石投资协议

2026 年 6 月 12 日

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

及

广发基金管理有限公司

及

中国国际金融香港证券有限公司

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本协议（本“协议”）于 2026 年 6 月 12 日订立

订约方：

- (1) 上海仙工智能科技股份有限公司（SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.），一家于中国注册成立的股份有限公司，其注册办事处位于中国上海自由贸易试验区锦绣东路 2777 弄 11 号（“本公司”）；
- (2) 广发基金管理有限公司，一家于中国注册成立的公司，其注册办事处位于广东省珠海市横琴新区环岛东路 3018 号 2608 室（“投资者”）；及
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“CICC”）；

叙文：

- (A) 本公司已申请通过全球发售（“全球发售”）使其 H 股（定义见下文）于联交所主板（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（“香港公开发售”）；及
 - (ii) 本公司在美国境外根据 S 规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的 H 股（可予重新分配且视乎超额配股权（定义见下文）行使与否而定）（“国际发售”）。
- (B) CICC 担任独家保荐人；CICC 及招银国际融资有限公司（“CMBI”）担任全球发售的整体协调人（合称为“整体协调人”，各自为“整体协调人”）。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

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

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第 6.2(f)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第 7(1)段规定以总投资金额的 1.0%计算的经纪佣金；

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**CMI**”指本公司就全球发售委任的资本市场中介机构，具有《证监会持牌人或注册人操守准则》赋予该词的涵义；

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

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

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案报告**”指本公司于 2025 年 5 月 29 日和 2025 年 12 月 1 日根据《境内企业境外发行证券和上市管理试行办法》第十三条向中国证监会提呈有关全球发售的备案报告，包括其任何修订、补充及／或修改；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“中国证监会备案”指根据《境内企业境外发行证券和上市管理试行办法》及中国证监会其他适用规则及要求向中国证监会提交或将提交的与全球发售相关或有关的任何形式信件、文档、信函、通讯、文件、回复、承诺及呈递材料（包括其任何修订、补充及／或修改）（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第 4.3 条通知投资者的较晚日期；

就任何相关股份而言，**“处置”**包括直接或间接：

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

“费用规则”指在联交所网站上“费用规则”一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“FINI”具有《上市规则》所赋予的涵义；

“全球发售”具有叙文(A)所给予的涵义；

“有关政府部门”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、当局或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、

司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“**本集团**”指本公司及其附属公司；

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

“**港元**”指香港的法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

“**H 股**”指本公司股本中每股面值为人民币 1.00 元的普通股，将于联交所主板上市及买卖；

“**获弥偿方**”具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的“获弥偿方”指他们中的任何一个获弥偿方；

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第 6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

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

“**征费**”指总投资金额 0.0027% 的香港证监会交易征费（或上市日期当日的交易征费），0.00565% 的联交所交易费（或上市日期当日的交易费）及 0.00015% 的会计及财务汇报局交易征费（或上市日期当日的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第 5.1 条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的 H 股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配股权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

“**中国**”指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

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

“**专业投资者**”具有《证券及期货条例》附表 1 第 1 部分所给予的涵义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S 规例**”指《证券法》下的 S 规例；

“**监管机构**”具有第 6.2(i)条所给予的涵义；

“**相关股份**”指可供投资者根据本协议认购的投资者股份，及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“**人民币**”指中国的法定货币人民币；

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

“**香港证监会**”指香港证券及期货事务监察委员会；

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

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国各州及哥伦比亚特区；

“美元”指美国的法定货币；

“美国人士”具有 S 规例所给予的涵义；及

“承销商”指香港公开发售下的香港承销商及国际发售下的国际承销商。

1.2 在本协议中，除文意另有所指外：

- (a) 提述“条”、“款”或“附表”之处，均为提述本协议的某条、某款或某附表；
- (b) 索引、条款及附表标题仅为方便而设，并不影响本协议的诠释或解释；
- (c) 叙文及附表构成本协议的组成部分，并具有同等效力及作用，犹如在本协议正文中明确列出，凡提述本协议之处均包括叙文及附表；
- (d) 单数包括复数，反之亦然；意指一种性别的词语包括其他性别；
- (e) 提述本协议或另一文书之处，包括其任何修订或替代；
- (f) 提述成文法、法定条文、规例或规则之处包括提述：
 - (i) 该成文法、法定条文、规例或规则，以及根据任何成文法或法定条文不时予以合并、修订、补充、修改、重新制定或替代者；
 - (ii) 其重新制定的任何已废除成文法、法定条文、规例或规则（不论是否经修改）；及
 - (iii) 根据其制定的任何附属法例；
- (g) 提述“法规”之处包括任何政府、政府间或超国家机构、机构、部门或任何监管、自律或其他机构或组织的任何法规、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；
- (h) 提述一天中的时间及日期之处，除非另有指明，否则分别指香港时间及日期；
- (i) 提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法律人格）；
- (j) 提述“包括”之处须分别解释为包括但不限于；及
- (k) 提述任何司法管辖区（香港除外）有关任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括在该司法管辖区与相关香港法律术语最接近者。

2. 投资

2.1 在满足下述第 3 条所指条件（或由各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）以及本协议其他条款及条件的规限下：

(a) 投资者将根据国际发售并在其项下按发售价认购，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投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份，作为国际发售的一部分，并通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际承销商的国际代表身份进行；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

2.2 投资者可于不迟于上市日期前三个营业日向本公司、独家保荐人及整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司须为专业投资者，且(i)并非美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中认购投资者股份，惟须受限于：

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议项下作出的相同协议、声明、保证、承诺、承认及确认约束，且投资者在本协议项下作出的协议、声明、保证、承诺、承认及确认应视为投资者为其自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人及整体协调人保证该全资附属公司将妥当及准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并按要求使各获弥偿方获得弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议项下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议项下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该全资附属公司或任何其他人士采取任何步骤。除文意另有所指外，“投资者”一词在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人可全权酌情决定所有或部分投资者股份的交付须根据第 4.3 条于延迟交付日期进行。

2.4 本公司及整体协调人（为其自身及代表全球发售承销商）将按彼等可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，该厘定为最终定论并对投资者具有约束力。

3. 交割条件

- 3.1 投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以下述各项条件于交割之时或之前均获满足或由各方共同豁免为前提（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）：
- (a) 香港公开发售及国际发售的承销协议已不迟于该等承销协议指定的时间及日期订立并已生效及成为无条件（根据其各自原始条款或其后经该等承销协议各方同意予以豁免或变更），且前述任何承销协议均未被终止；
 - (b) 发售价已获本公司及整体协调人（为其自身及代表全球发售承销商）议定；
 - (c) 联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖，以及其他适用豁免及批准，且该等批准、许可或豁免在 H 股于联交所开始买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案并已就中国证监会备案于其网站发布备案结果，且相关接受通知及／或已发布之备案结果在 H 股开始在联交所买卖之前未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未颁布或公布任何禁止完成全球发售或本文书所预期交易的法律，且具司法管辖权的法院未发出阻止或禁止完成该等交易的有效命令或强制令；及
 - (f) 投资者各自在本协议项下的协议、声明、保证、承诺、承认及确认在所有方面均属真实、准确及完整且无误导成份，且投资者并无严重违反本协议。
- 3.2 倘第 3.1 条所载任何条件未于本协议日期后一百八十(180)日（或本公司、投资者、独家保荐人及整体协调人可能书面协定的其他日期）当日或之前获满足或由各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免），则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告终止，投资者根据本协议已支付予任何其他方的任何款项应由该方在商业上切实可行的情况下尽快不计利息退还予投资者，且无论如何不得迟于本协议终止日期后三十(30)日，本协议将告终止及失效，本公司、独家保荐人及／或整体协调人承担的所有义务及责任将告停止及终止；惟根据本第 3.2 条终止本协议不得损害任何一方于该终止时或之前就本文书条款对其他方已产生的权利或责任。为免存疑，本条款中的任何内容不得解释为赋予投资者权利，以在本条所述日

期前的期间内纠正投资者在本协议项下所作的任何违反其各自声明、保证、承诺、承认及确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或发售价将位于公开文件所列指示区间内，且倘全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，则本公司、独家保荐人或整体协调人对投资者概不产生任何责任。投资者特此放弃就全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，而对本公司、独家保荐人及／或整体协调人或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、联系人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受限于第 3 条及本第 4 条，投资者将根据国际发售及作为其一部分，并通过整体协调人（及／或其各自联属人士）以他们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。因此，投资者股份将与国际发售交割同时，按本公司及整体协调人厘定的时间及方式认购。
- 4.2 投资者应于上市日在香港登记结算公司系统内完成券款对付。
- 4.3 倘整体协调人全权酌情决定应于较上市日期为晚的某一日期（“**延迟交付日期**”）交付所有或任何部分投资者股份，则整体协调人须书面通知投资者：(i)不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，惟延迟交付日期不得迟于可行使超额配股权的最后日期后三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍须按第 4.2 条所述支付投资者股份款项。
- 4.4 在根据第 4.2 条就投资者股份作出如期付款的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统进行，方式为将投资者股份直接存入中央结算系统，记入投资者不迟于上市日期或根据第 4.3 条厘定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.5 在不影响第 4.3 条的情况下，投资者股份的交付及付款亦可按本公司、独家保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付不得迟于可行使超额配股权的最后一日之后的五（5）个营业日。
- 4.6 倘未按本协议规定的时间及方式收到或结清总投资金额及相关经纪佣金与征费的付款（无论全部或部分），本公司、独家保荐人及整体协调人保留各自全权酌情终止本协议的权利，在此情况下，本公司、独家保荐人及整体协调人的所有义务及责任将告停止及终止（但不得损害本公司、独家保荐人及整体协调人可能因投资者未能

遵守其在本协议项下的义务而对其提出的任何申索)。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条全额支付总投资金额以及经纪佣金和征费而遭受或招致的任何损失、成本、开支、申索、负债、法律诉讼及损害,向各获弥偿方全面负责,并就此(按税后基准)向各获弥偿方作出弥偿、使其免受损害及获得全面弥偿。

- 4.7 倘本公司、整体协调人及独家保荐人认为,《上市规则》第 8.08(3)条(其规定由公众人士持有的H股中,由本公司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%)及《上市规则》第 18C.08 条(其规定在全球发售中发售的 H 股总数(不包括根据行使超额配股权而发行的 H 股)中,必须至少有 50%由参与国际发售的独立定价投资者(不论以基石投资者身份与否)认购)的规定于上市日期可能未获遵守,则独家保荐人、整体协调人及本公司将有权全权酌情调整投资者将认购的投资者股份数目的分配,以确保符合《上市规则》第 8.08(3)条及第 18C.08 条的规定。此外,为遵守《上市规则》附录 F1(股本证券配售指引),本公司及整体协调人可全权酌情调整投资者股份数目。
- 4.8 本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事(如适用)、高级职员、雇员、顾问、联系人、合伙人、代理及代表均无须对未能或延迟履行其于本协议项下的义务承担任何责任(无论共同或个别),及倘本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事(如适用)、高级职员、雇员、顾问、联系人、合伙人、代理及代表(视情况而定)因本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事(如适用)、高级职员、雇员、顾问、联系人、合伙人、代理及代表(视情况而定)无法控制的情况而无法或延迟履行其于本协议项下的义务,则彼等各自有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、疾病、流行病或大流行病(包括但不限于禽流感、严重急性呼吸综合征、甲型H1N1流感、H5N1型禽流感、中东呼吸综合征、埃博拉病毒及 COVID-19)的爆发或加剧、宣布国家、国际、地区紧急状态、灾害、灾祸、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或威胁、敌对行动升级或爆发、战争(无论是否宣战)、恐怖主义、火灾、暴动、叛乱、内乱、罢工、停工、政府运作中断、政治动乱、敌对行动爆发或升级、严重运输中断及其他自然灾害、其他工业行动、电力或其他供应全面中断、飞机相撞、意外或机械或电力故障、技术或计算机故障或任何资金传输系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、任何现有或未来政府活动或类似行为。在有关情况下,本公司、整体协调人及独家保荐人的所有义务及责任均应停止及终止;惟根据第 4.8 条终止本协议不得损害任何一方于终止时或之前就本协议条款对其他各方应有的权利或责任。

5. 对投资者的限制

- 5.1 受限于第 5.2 条,投资者为其自身向本公司、独家保荐人及整体协调人议定、契诺并承诺,未经本公司、独家保荐人及整体协调人各自事先书面同意,投资者不会在上市日期起计六(6)个月期间(“**禁售期**”)内的任何时间,直接或间接地(i)以任何

方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)订立与任何前述交易具有相同经济效果的任何交易。

5.2 第 5.1 条所载内容不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，惟在所有情况下：

- (a) 向本公司、整体协调人及独家保荐人提供有关转让的至少五(5)个营业日的事先书面通知，当中载列有关全资附属公司的身份（包括但不限于注册成立地点、公司注册编号及商业登记号码）、其与投资者的关系及有关附属公司的业务，以及令本公司、整体协调人及独家保荐人信纳的有关证据，以证明潜在受让人为本公司、整体协调人及独家保荐人可能要求的投资者的全资附属公司；
- (b) 在进行该转让前，该全资附属公司须作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款给予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的义务及限制）约束，且投资者承诺促使该全资附属公司受该等义务及限制约束，犹如该全资附属公司本身受该等义务及限制约束；
- (c) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；
- (d) 投资者及该投资者的全资附属公司就其所持有的所有相关股份而言，须被视为投资者，并须共同及个别地承担本协议规定的所有责任及义务；
- (e) 倘在禁售期届满前的任何时间，该全资附属公司已不再或即将不再为投资者的全资附属公司，则其须（且投资者须促使该附属公司）立即，且无论如何不再在不再是投资者的全资附属公司之前，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另一家全资附属公司，该另一家全资附属公司须作出或由投资者促使其作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款给予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的限制）约束，并作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身受该等义务及限制约束，并须共同及个别地承担本协议规定的所有责任及义务；及
- (f) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)依赖 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除经本公司、独家保荐人及整体协调人事先书面同意外，投资者及紧密联系人于本公司全部已发行股本中的总持股量（直接及间接）应少于本公

司全部已发行股本的 10%（或《上市规则》就不时界定“主要股东”所规定的其他百分比）。

- 5.4 投资者同意，投资者持有本公司股本乃基于其公募基金或其资产管理计划募集的资金投资基准，并应本公司、独家保荐人及／或整体协调人合理要求，向本公司、独家保荐人及整体协调人提供合理证据，证明投资者持有本公司股本乃基于其公募基金或其资产管理计划募集的资金投资基准。投资者不得，及须促使其控股股东、联系人及其各自实益拥有人均不得申请或通过簿记建档程序就全球发售下的 H 股（投资者股份除外）下单或申请香港公开发售下的 H 股。
- 5.5 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、代理人或代表不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立任何与《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定或香港监管机构刊发的其他书面指引）不一致或相悖的安排或协议，包括任何附函。投资者进一步确认及承诺，概无投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、独家保荐人及整体协调人承认、声明、承诺、保证、同意及确认：
- (a) 本公司、独家保荐人和整体协调人各自及彼等各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
 - (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
 - (c) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将在必要时及／或根据相关法律要求，与本公司、联交所、香港证监会及该等其他监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；且所有该等信息在各所有重大方面均真实、完整及准确，且无误导性；
 - (d) 投资者知晓及同意，本公司、整体协调人及独家保荐人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关其认购或购买

H 股或根据本协议参与配售的资料，前提是提交有关资料及所提供的资料乃因应相关法律、规则及法规及／或有关政府部门的要求；

- (e) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及／或以作为国际发售的国际承销商的国际代表身份的彼等联属人士认购及／或收购；
- (g) 投资者将根据及受限于本公司组织章程细则或其他组织章程或宪章文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》第 18C 章、新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配 H 股，或联交所可能批准及不时适用于本公司的有关其他比例影响；
- (i) 本公司、独家保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保遵守上市规则第 8.08(3)及 18C.08 条；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士的账户或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士的账户或使该等人士受益，惟该司法管辖区的适用法律允许者除外；
- (l) 其明白及同意，仅可依据 S 规例及依据美国任何州及任何其他司法管辖区的任何适用证券法律在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，及代表投资者股份的任何股票须附有大意如此的备注；
- (m) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或彼等各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理人、顾问、联系人、合伙人及代表均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；
- (n) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该

附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；

- (o) 投资者在适用法律允许的最大范畴内不可撤回地放弃其因本协议及全球发售或与此有关（包括但不限于全球发售延迟或因任何缘由而未于预期日期及时间前完成或根本未进行，或发售价未位于公开文件所列指示区间内）而可能对任何独家保荐人、整体协调人、其他承销商及本公司、彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表提起任何申索或诉讼的任何权利；
- (p) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息，及其：
 - (i) 在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理人及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii) 尽力确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）除严格按需知情基准向其他获授权接收人披露外，不得向任何人士披露；及
 - (iii) 不得及将确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕交易条文）；
- (q) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论书面或口头）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）均不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或任何要约招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供或供应的任何其他材料（不论书面或口头）可能在订立本协议后进一步

步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与该修订有关的权利（如有）；

- (r) 本协议整体或单独不构成在美国或任何其他司法管辖区出售证券之要约，于有关区域作出此类要约将属非法；
- (s) 由于投资者或其任何联属人士或代其行事的任何人士并无参与或将参与有关投资者股份的任何直接销售活动（定义见 S 规例）或就投资者股份作出任何形式的一般招揽或一般广告（定义见证券法项下 D 规例）或以任何形式参与公开发售（定义见证券法第 4(2)条），故投资者未收购投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险属必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者及仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何有关信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何责任；
- (v) 独家保荐人、整体协调人、CMI、全球发售的其他承销商及其各自董事、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (w) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (x) 投资者已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司、独家保荐人、整体协调人或其他承销商所获取或开展（视情况而定）或代本公司、独家保荐人、整体协调人、CMI或其他承销商获取或开展的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、独家保荐人、整体协调人或其各自联系人、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (y) 其明白，投资者股份目前并无公开市场，及本公司、独家保荐人及整体协调人及其各自附属公司、联系人、合伙人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理人或代表及参与全球发售的其他各方并未就将存在投资者股份的公开市场作出担保；
- (z) 若全球发售因故推迟或终止或未完成，则本公司、独家保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级职员、雇员、合伙人、顾问、代理人或代表或参与全球发售的任何其他各方概不对投资者或其附属公司负有任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数； (ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；
- (bb) 除本协议，投资者（作为一方）与本公司、本公司的任何股东、整体协调人及独家保荐人（作为另一方）之间并未就全球发售订立其他协议；
- (cc) 投资者应于上市日在香港登记结算公司系统内完成券款对付或根据第 4.5 条约定的该等其它日期前支付总投资金额及有关经纪佣金和征费；及
- (dd) 本公司及整体协调人有权全权酌情调整投资者股份数目的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，以及《上市规则》第 8.08(1)条的最低公众持股量规定、《上市规则》第 19A.13C 条的自由流通量规定或经联交所批准的其他规定。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟进行的交易及履行本协议下义务所需的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及将在本协议期间采取履行本协议下的义务、令本协议及本协议下拟进行的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（**"批准"**）均已取得及具备十足效力及作用，且并未失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何有关批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、独家保荐人及整体协调人；
- (g) 投资者应本公司、整体协调人及／或独家保荐人及其各自的联属人士的要求，在切实可行及法律允许的范围内，应尽快向联交所及其他有关政府部门提供其可能要求的资料；
- (h) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议下拟进行交易将不会违反或导致投资者违反：**(i)**投资者组织章程大纲及细则或其他组织章程文件或**(ii)**投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或**(iii)**分别对投资者具有约束力的任何协议或其他文书或**(iv)**分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为**"监管机构"**）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、独家保荐人及／或整体协调人提供信息（包括但不限于：**(i)**投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于其各自的名称和注册成立地）；**(ii)**本协议下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；**(iii)**涉及投资者股份的任何掉期

安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为**"投资者相关信息"**），并接受及同意该等信息的披露。投资者进一步授权本公司、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，通过订立本协议，其并不是有关本协议下拟进行交易的独家保荐人或整体协调人或 CMI 或承销商的客户；
- (l) 其为自身利益、以自有投资基准作为主事人，以投资为目的认购投资者股份，并非旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指"离岸交易"中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司、其关连人士及其各自联系人的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会构成关联交易或导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；(iii)具有财务能力履行本协议项下所有义务；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收任何该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东

没有关联关系，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用其公募基金或其资产管理计划募集的资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人各自均非独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商的"关连客户"。词语"关连客户""牵头经纪商"及"分销商"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其联系人或上述任何人士的代名人；
- (t) 除先前已书面通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (u) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (v) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文，且不得采取任何可能导致本公司、整体协调人及/或独家保荐人违反相关规定的行为；
- (w) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士、独家保荐人或整体协调人或全球发售的任何一名承销商或 CMI 的任何（直接或间接）融资；
- (x) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (y) 除依据本协议外，投资者或其任何联系人及实益拥有人概未申请亦未通过簿记建档程序就全球发售项下的任何 H 股下达认购订单；

- (z) 除非本协议另有规定，投资者未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (aa) 除先前已向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人未曾亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

- 6.3 投资者向本公司、独家保荐人及整体协调人声明及保证，附表二所载有关其及其所属公司集团的说明以及监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的任何一方被提供和／或要求提供的所有投资者相关信息在各方面真实、完整及准确，且并无误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、独家保荐人及／或整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、独家保荐人及／或整体协调人可能合理要求的其他事宜的进一步信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订（如有）后，投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，且并无误导性或欺詐成分。
- 6.4 投资者明白，依据香港法律及美国证券法律及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、独家保荐人、整体协调人及全球发售的其他承销商及其各自附属公司、代理人、联属人士、顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺詐成分时立即书面通知本公司、独家保荐人及整体协调人。
- 6.5 各投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、独家保荐人、整体协调人及全球发售的其他承销商及 CMI（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其全资附属公司（该全资附属公司将持有任何相关股份）或其各自高级职员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方可能提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方

式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；
- (d) 本公司、其控股股东、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级职员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定）的任何协议或安排（包括任何附函）；及
- (e) 除本协议规定的外，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事、高级职员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条或第 4.8 条予以终止；
- (b) 或倘若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各独家保荐人及整体协调人依其各自全权酌情决定单方予以终止（不管本协议中是否有任何相反规定）；或

(c) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他各方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

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

(b) 各方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是披露方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及

(c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何有关政府部门的规定披露本协议。

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

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。各投资者须与本公司、独家保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、独家保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

- 8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址：中国上海自由贸易试验区锦绣东路 2777 弄 11 号

邮箱：fansq@seer-group.com

收件人：Project 118

若发送至投资者，则发送至：

地址：广州市海珠区琶洲大道 168 号星河湾中心 36 层

邮箱：lihy@gffunds.com.cn；sun_yu@gffunds.com.cn；

lijiaiyi@gffunds.com.cn

收件人：李海燕

若发送至 CICC，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼

邮箱：ib_118@cicc.com.cn

收件人：Project 118 Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，在并无收到未送达通知的前提下，则为邮件发出之时；若通过预付邮件发送（在无证据表明此前已收妥的情况下），则为邮递 48 小时之后（或六日后，若为通过空邮）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认并声明，本协议已经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、

批准或授权以履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。

- 10.2 除明显错误外，就本协议及本协议项下拟进行的交易而言，本公司、独家保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。独家保荐人或整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况均不得影响独家保荐人或任何其他整体协调人强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人应在适用法律允许的范围内有权单独或与独家保荐人或任何其他整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、独家保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。为免生疑问，对本协议的任何修改或变更均无需事先通知非缔约方或取得其同意。
- 10.6 本协议将仅以中文订立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与当时已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或救济：

(a) 获弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且

- (b) 未经第 10.11(a) 分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任何一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等转授的通知）。尽管已作出任何此类转授，该独家保荐人或整体协调人，个别而并非共同或共同及个别地仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或救济的任何单一或部分行使不得妨碍其对该权利或救济的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或救济。本协议中规定的权利、权力和救济是累积性的，且不排除任何权利、权力及救济（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除内部重组或改组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的所有损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、独家保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其应订立、履行并促使订立、履行本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系应受香港法例管辖并据其解释。

- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性义务争议，均应提交由香港国际仲裁中心 ("HKIAC") 管理的机构仲裁，并按照提交仲裁通知时有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及任何形式的向任何司法当局提出上诉、复议或追索的所有权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或倘若在任何此类诉讼中，可将此类豁免（无论是否提出申请）归于其自身或其资产、财产或收入，则各投资者特此不可撤销地及无条件地放弃与任何此类诉讼相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地委任 李海燕（地址为在香港湾仔骆克道 81 号广发大厦 25 楼），为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且是否被投资者收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、独家保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

- 14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签署。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送已签署的本协议复本的签署页为有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

上海仙工智能科技股份有限公司
(Shanghai Seer Intelligent Technology Co., Ltd.)

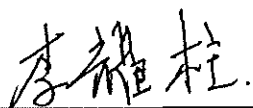


姓名：赵越

职务：执行董事

代表单位：

广发基金管理有限公司

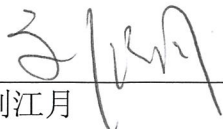
A handwritten signature in black ink, appearing to read '李耀柱' (Li Yozhu), written in a cursive style.

姓名：李耀柱

职位名称：国际业务部总经理

代表单位：

中国国际金融香港证券有限公司



姓名：刘江月
职位名称：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份的数目应等于(1)港元等值的 3,000,000 美元（根据招股章程所报的港元兑美元收盘汇率计算得出（不包括投资者就投资者股份应付的经纪佣金及征费）除以(2)发售价，向下取整至最接近的 50 股 H 股的完整买卖单位。

根据《上市规则》第 18C.09 条及新上市申请人指南第 4.14 章，倘若香港公开发售超额认购，根据本协议，投资者认购的投资者股份数目可能会受到国际发售与香港公开发售之间股份重新分配的影响。若香港公开发售对股份的总需求属于本公司最终招股章程中“全球发售的架构及条件－香港公开发售－重新分配”一节所述的情形，投资者股份数目可能会按比例扣减，以满足香港公开发售下的公众需求。本公司与整体协调人有唯一绝对酌情权调整投资者股份的分配数量，以符合以下规定：(i)上市规则第 8.08(3)条，当中规定于上市日期由公众持有的 H 股不得由前三大公众股东实益拥有 50%以上；(ii)上市规则第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的规定；(iii)上市规则第 19A.13C 条项下的最低自由流通量规定；(iv)上市规则第 18C.08 条，当中规定特专科技公司首次公开发售（不包括根据任何发售量调整权及超额配股权获行使而将予发行的任何股份）所提呈发售的股份总数中，至少 50%须由配售批次中的独立定价投资者承购（不论作为基石投资者或以其他身份）；及(v)上市规则附录 F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册地：	广东省珠海市横琴新区环岛东路 3018 号 2608 室
注册证号码：	无
商业登记号码：	914400007528923126
营业地址、电话及联系人：	广州市海珠区琶洲大道 168 号星河湾中心 36 层，李海燕，020-89188562
主要经营活动：	资产管理
最终控股股东：	广发证券股份有限公司
最终控股股东注册地：	广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东营业执照号码：	91440000126335439
最终控股股东主要经营活动：	投资银行与经纪业
股东及所持权益：	54.53%
拟纳入招股章程的投资者的描述：	GF Fund Management Co., Ltd. (廣發基金管理有限公司)(“GF Fund Management”) and GF International Investment Management Limited (廣發國際資產管理有限公司)(“GF Fund HK”, together with GF Fund Management, “GF Fund”) have respectively entered into cornerstone investment agreements with our Company. GF Fund Management was established on August 5, 2003. As of December 31, 2025, its assets under management exceeded RMB 2 trillion. It offers a comprehensive range of product offerings, covering active equity, bonds, money market, overseas investments, passive investments, FOF, and quantitative hedging, among others, to meet the diversified investment needs of domestic and international clients. The controlling shareholder of GF Fund Management is GF Securities Co., Ltd.(廣發証券股份有限公司)(“GF Securities”), a limited company listed on the Stock Exchange (stock code: 1776) and the Shenzhen Stock Exchange (stock code: 000776), holding a 54.53% equity interest in GF Fund Management. Apart from GF Securities, no other

shareholder holds 30% or more of the equity in GF Fund Management.

GF Fund HK is a wholly-owned subsidiary of GF Fund Management. GF Fund HK (central entity number of its SFC license: AXL121) was incorporated in Hong Kong in December 2010. It is licensed by the SFC to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities in Hong Kong. GF Fund HK serves as the global investment and business platform for its parent company, GF Fund Management. Acting as GF Fund Management's overseas window company, GF Fund HK strategically connects the Chinese and overseas markets. Leveraging the investment and research capabilities of GF Fund Management and its competitive advantages in the overseas market, GF Fund HK provides comprehensive and high-quality services to its clients.

GF Fund Management and GF Fund HK will subscribe for the Offer Shares as cornerstone investors in their capacity as the discretionary investment managers of certain funds under their management. To the best knowledge of GF Fund Management and GF Fund HK, each fund is an independent third party, and no ultimate beneficial owner holds 30% or more of the interest.

相关投资者类别（须计入联交所 FINI 承配人名单模板中或须于 FINI 界面披露有关地点）：

基石投资者

全权管理投资组合

独立定价投资者

基石投资协议

2026 年 6 月 12 日

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

及

广发国际资产管理有限公司

及

中国国际金融香港证券有限公司

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本协议（本“协议”）于 2026 年 6 月 12 日订立

订约方：

- (1) 上海仙工智能科技股份有限公司（**SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.**），一家于中国注册成立的股份有限公司，其注册办事处位于中国上海自由贸易试验区锦绣东路 2777 弄 11 号（“**本公司**”）；
- (2) 广发国际资产管理有限公司，一家于香港注册成立的公司，其注册办事处位于香港湾仔骆克道 81 号广发大厦 25 楼（“**投资者**”）；及
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“**CICC**”）；

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）于联交所主板（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（“**香港公开发售**”）；及
 - (ii) 本公司在美国境外根据 S 规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的 H 股（可予重新分配且视乎超额配股权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC 担任独家保荐人；CICC 及招银国际融资有限公司（“**CMBI**”）担任全球发售的整体协调人（合称为“**整体协调人**”，各自为“**整体协调人**”）。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

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

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第 6.2(f)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第 7(1)段规定以总投资金额的 1.0%计算的经纪佣金；

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**CMI**”指本公司就全球发售委任的资本市场中介机构，具有《证监会持牌人或注册人操守准则》赋予该词的涵义；

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

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

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案报告**”指本公司于 2025 年 5 月 29 日和 2025 年 12 月 1 根据《境内企业境外发行证券和上市管理试行办法》第十三条向中国证监会提呈有关全球发售的备案报告，包括其任何修订、补充及／或修改；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“中国证监会备案”指根据《境内企业境外发行证券和上市管理试行办法》及中国证监会其他适用规则及要求向中国证监会提交或将提交的与全球发售相关或有关的任何形式信件、文档、信函、通讯、文件、回复、承诺及呈递材料（包括其任何修订、补充及／或修改）（包括但不限于中国证监会备案报告）；

“延迟交付日期”指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第 4.3 条通知投资者的较晚日期；

就任何相关股份而言，**“处置”**包括直接或间接：

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

“费用规则”指在联交所网站上“费用规则”一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“FINI”具有《上市规则》所赋予的涵义；

“全球发售”具有叙文(A)所给予的涵义；

“有关政府部门”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、当局或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、

司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“**本集团**”指本公司及其附属公司；

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

“**港元**”指香港的法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

“**H 股**”指本公司股本中每股面值为人民币 1.00 元的普通股，将于联交所主板上市及买卖；

“**获弥偿方**”具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的“获弥偿方”指他们中的任何一个获弥偿方；

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第 6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

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

“**征费**”指总投资金额 0.0027% 的香港证监会交易征费（或上市日期当日的交易征费），0.00565% 的联交所交易费（或上市日期当日的交易费）及 0.00015% 的会计及财务汇报局交易征费（或上市日期当日的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第 5.1 条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的 H 股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配股权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

“**中国**”指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

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

“**专业投资者**”具有《证券及期货条例》附表 1 第 1 部分所给予的涵义；

“**全权委托投资基准**”指投资者以全权委托投资经理身份，为其全权管理的若干基金及／或全权委托管理账户进行的投资，投资者有权独立作出投资决策而无需相关基金份额持有人或账户委托人的指示；就本定义而言，各相关基金及账户为独立第三方，且无任何最终实益拥有人持有任何相关基金或账户 30%或以上的权益；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S 规例**”指《证券法》下的 S 规例；

“**监管机构**”具有第 6.2(i)条所给予的涵义；

“**相关股份**”指可供投资者根据本协议认购的投资者股份，及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“**人民币**”指中国的法定货币人民币；

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

“**香港证监会**”指香港证券及期货事务监察委员会；

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

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有《公司条例》所给予的涵义；

“**美国**”指美利坚合众国、其领土、属地、美国各州及哥伦比亚特区；

“**美元**”指美国的法定货币；

“**美国人士**”具有 S 规例所给予的涵义；及

“**承销商**”指香港公开发售下的香港承销商及国际发售下的国际承销商。

1.2 在本协议中，除文意另有所指外：

- (a) 提述“**条**”、“**款**”或“**附表**”之处，均为提述本协议的某条、某款或某附表；
- (b) 索引、条款及附表标题仅为方便而设，并不影响本协议的诠释或解释；
- (c) 叙文及附表构成本协议的组成部分，并具有同等效力及作用，犹如在本协议正文中明确列出，凡提述本协议之处均包括叙文及附表；
- (d) 单数包括复数，反之亦然；意指一种性别的词语包括其他性别；
- (e) 提述本协议或另一文书之处，包括其任何修订或替代；
- (f) 提述成文法、法定条文、规例或规则之处包括提述：
 - (i) 该成文法、法定条文、规例或规则，以及根据任何成文法或法定条文不时予以合并、修订、补充、修改、重新制定或替代者；
 - (ii) 其重新制定的任何已废除成文法、法定条文、规例或规则（不论是否经修改）；及
 - (iii) 根据其制定的任何附属法例；
- (g) 提述“**法规**”之处包括任何政府、政府间或超国家机构、机构、部门或任何监管、自律或其他机构或组织的任何法规、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；
- (h) 提述一天中的时间及日期之处，除非另有指明，否则分别指香港时间及日期；
- (i) 提述“**人士**”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法律人格）；
- (j) 提述“**包括**”之处须分别解释为包括但不限于；及

- (k) 提述任何司法管辖区（香港除外）有关任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括在该司法管辖区与相关香港法律术语最接近者。

2. 投资

- 2.1 在满足下述第 3 条所指条件（或由各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）以及本协议其他条款及条件的规限下：

- (a) 投资者将根据国际发售并在其项下按发售价认购，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投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份，作为国际发售的一部分，并通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际承销商的国际代表身份进行；及

- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

- 2.2 投资者可于不迟于上市日期前三个营业日向本公司、独家保荐人及整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司须为专业投资者，且(i)并非美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中认购投资者股份，惟须受限于：

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议项下作出的相同协议、声明、保证、承诺、承认及确认约束，且投资者在本协议项下作出的协议、声明、保证、承诺、承认及确认应视为投资者为其自身及代表该全资附属公司作出；及

- (b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人及整体协调人保证该全资附属公司将妥当及准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并按要求使各获弥偿方获得弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议项下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议项下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该全资附属公司或任何其他人士采取任何步骤。除文意另有所指外，“投资者”一词在本协议中应解释为包括该全资附属公司。

- 2.3 本公司及整体协调人可全权酌情决定所有或部分投资者股份的交付须根据第 4.3 条于延迟交付日期进行。

- 2.4 本公司及整体协调人（为其自身及代表全球发售承销商）将按彼等可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，该厘定为最终定论并对投资者具有约束力。

3. 交割条件

- 3.1 投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以下述各项条件于交割之时或之前均获满足或由各方共同豁免为前提（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）：
- (a) 香港公开发售及国际发售的承销协议已不迟于该等承销协议指定的时间及日期订立并已生效及成为无条件（根据其各自原始条款或其后经该等承销协议各方同意予以豁免或变更），且前述任何承销协议均未被终止；
 - (b) 发售价已获本公司及整体协调人（为其自身及代表全球发售承销商）议定；
 - (c) 联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖，以及其他适用豁免及批准，且该等批准、许可或豁免在 H 股于联交所开始买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案并已就中国证监会备案于其网站发布备案结果，且相关接受通知及／或已发布之备案结果在 H 股开始在联交所买卖之前未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未颁布或公布任何禁止完成全球发售或本文书所预期交易的法律，且具司法管辖权的法院未发出阻止或禁止完成该等交易的有效命令或强制令；及
 - (f) 投资者各自在本协议项下的协议、声明、保证、承诺、承认及确认在所有方面均属真实、准确及完整且无误导成份，且投资者并无严重违反本协议。
- 3.2 倘第 3.1 条所载任何条件未于本协议日期后一百八十(180)日（或本公司、投资者、独家保荐人及整体协调人可能书面协定的其他日期）当日或之前获满足或由各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免），则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告终止，投资者根据本协议已支付予任何其他方的任何款项应由该方在商业上切实可行的情况下尽快不计利息退还予投资者，且无论如何不得迟于本协议终止日期后三十(30)日，本协议将告终止及失效，本公司、独家保荐人及

／或整体协调人承担的所有义务及责任将告停止及终止；惟根据本第 3.2 条终止本协议不得损害任何一方于该终止时或之前就本文书条款对其他方已产生的权利或责任。为免存疑，本条款中的任何内容不得解释为赋予投资者权利，以在本条所述日期前的期间内纠正投资者在本协议项下所作的任何违反其各自声明、保证、承诺、承认及确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或发售价将位于公开文件所列指示区间内，且倘全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，则本公司、独家保荐人或整体协调人对投资者概不产生任何责任。投资者特此放弃就全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，而对本公司、独家保荐人及／或整体协调人或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、联系人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受限于第 3 条及本第 4 条，投资者将根据国际发售及作为其一部分，并通过整体协调人（及／或其各自联属人士）以他们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。因此，投资者股份将与国际发售交割同时，按本公司及整体协调人厘定的时间及方式认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须于上市日期当日香港时间上午八时正或之前，以同日价值信贷方式，通过电汇将立即可用的结算资金港元，在无任何扣减或抵销的情况下，全额支付总投资金额以及相关经纪佣金及征费（至整体协调人通知予投资者的港元银行账户）至整体协调人不迟于上市日期前一(1)个完整营业日书面通知予投资者的港元银行账户，该通知须包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。
- 4.3 倘整体协调人全权酌情决定应于较上市日期为晚的某一日期（“**延迟交付日期**”）交付所有或任何部分投资者股份，则整体协调人须书面通知投资者：(i)不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，惟延迟交付日期不得迟于可行使超额配股权的最后日期后三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍须按第 4.2 条所述支付投资者股份款项。
- 4.4 在根据第 4.2 条就投资者股份作出如期付款的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统进行，方式为将投资者股份直接存入中央结算系统，记入投资者不迟于上市日期或根据第 4.3 条厘定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。

- 4.5 在不影响第 4.3 条的情况下，投资者股份的交付及付款亦可按本公司、独家保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付不得迟于可行使超额配股权的最后一日之后的五（5）个营业日。
- 4.6 倘未按本协议规定的时间及方式收到或结清总投资金额及相关经纪佣金与征费的付款（无论全部或部分），本公司、独家保荐人及整体协调人保留各自全权酌情终止本协议的权利，在此情况下，本公司、独家保荐人及整体协调人的所有义务及责任将告停止及终止（但不得损害本公司、独家保荐人及整体协调人可能因投资者未能遵守其在本协议项下的义务而对其提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条全额支付总投资金额以及经纪佣金和征费而遭受或招致的任何损失、成本、开支、申索、负债、法律诉讼及损害，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方作出弥偿、使其免受损害及获得全面弥偿。
- 4.7 倘本公司、整体协调人及独家保荐人认为，《上市规则》第 8.08(3)条（其规定由公众人士持有的 H 股中，由本公司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%）及《上市规则》第 18C.08 条（其规定在全球发售中发售的 H 股总数（不包括根据行使超额配股权而发行的 H 股）中，必须至少有 50%由参与国际发售的独立定价投资者（不论以基石投资者身份与否）认购）的规定于上市日期可能未获遵守，则独家保荐人、整体协调人及本公司将有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(3)条及第 18C.08 条的规定。此外，为遵守《上市规则》附录 F1（股本证券配售指引），本公司及整体协调人可全权酌情调整投资者股份数目。
- 4.8 本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表均无须对未能或延迟履行其于本协议项下的义务承担任何责任（无论共同或个别），及倘本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）因本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）无法控制的情况而无法或延迟履行其于本协议项下的义务，则彼等各自有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、疾病、流行病或大流行病（包括但不限于禽流感、严重急性呼吸综合征、甲型 H1N1 流感、H5N1 型禽流感、中东呼吸综合征、埃博拉病毒及 COVID-19）的爆发或加剧、宣布国家、国际、地区紧急状态、灾害、灾祸、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或威胁、敌对行动升级或爆发、战争（无论是否宣战）、恐怖主义、火灾、暴动、叛乱、内乱、罢工、停工、政府运作中断、政治动乱、敌对行动爆发或升级、严重运输中断及其他自然灾害、其他工业行动、电力或其他供应全面中断、飞机相撞、意外或机械或电力故障、技术或计算机故障或任何资金传输系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、任何现有或未来政府活动或类似行为。在有关情况下，本公司、整体协调人及独家保荐人的所有义务及责任均应停止。

及终止；惟根据第 4.8 条终止本协议不得损害任何一方于终止时或之前就本协议条款对其他各方应有的权利或责任。

5. 对投资者的限制

- 5.1 受限于第 5.2 条，投资者为其自身向本公司、独家保荐人及整体协调人议定、契诺并承诺，未经本公司、独家保荐人及整体协调人各自事先书面同意，投资者不会在上市日期起计六(6)个月期间（“**禁售期**”）内的任何时间，直接或间接地(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii)允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)订立与任何前述交易具有相同经济效果的任何交易。
- 5.2 第 5.1 条所载内容不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，惟在所有情况下：
- (a) 向本公司、整体协调人及独家保荐人提供有关转让的至少五(5)个营业日的事先书面通知，当中载列有关全资附属公司的身份（包括但不限于注册成立地点、公司注册编号及商业登记号码）、其与投资者的关系及有关附属公司的业务，以及令本公司、整体协调人及独家保荐人信纳的有关证据，以证明潜在受让人为本公司、整体协调人及独家保荐人可能要求的投资者的全资附属公司；
 - (b) 在进行该转让前，该全资附属公司须作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款给予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的义务及限制）约束，且投资者承诺促使该全资附属公司受该等义务及限制约束，犹如该全资附属公司本身受该等义务及限制约束；
 - (c) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；
 - (d) 投资者及该投资者的全资附属公司就其所持有的所有相关股份而言，须被视为投资者，并须共同及个别地承担本协议规定的所有责任及义务；
 - (e) 倘在禁售期届满前的任何时间，该全资附属公司已不再或即将不再为投资者的全资附属公司，则其须（且投资者须促使该附属公司）立即，且无论如何，在不再是投资者的全资附属公司之前，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另一家全资附属公司，该另一家全资附属公司须作出或由投资者促使其作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款给予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的限制）约束，并作出根据本协议规定作出的相同

承认、确认、承诺、声明及保证，犹如该全资附属公司本身受该等义务及限制约束，并须共同及个别地承担本协议规定的所有责任及义务；及

(f) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)依赖 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除经本公司、独家保荐人及整体协调人事先书面同意外，投资者及紧密联系人士于本公司全部已发行股本中的总持股量（直接及间接）应少于本公司全部已发行股本的 10%（或《上市规则》就不时界定“主要股东”所规定的其他百分比）。

5.4 投资者同意，投资者持有本公司股本乃基于全权委托投资基准，并应本公司、独家保荐人及／或整体协调人合理要求，向本公司、独家保荐人及整体协调人提供合理证据，证明投资者持有本公司股本乃基于全权委托投资基准。投资者不得，及须促使其控股股东、联系人及其各自实益拥有人均不得申请或通过簿记建档程序就全球发售下的 H 股（投资者股份除外）下单或申请香港公开发售下的 H 股。

5.5 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、代理人或代表不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立任何与《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定或香港监管机构刊发的其他书面指引）不一致或相悖的安排或协议，包括任何附函。投资者进一步确认及承诺，概无投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人及整体协调人承认、声明、承诺、保证、同意及确认：

(a) 本公司、独家保荐人和整体协调人各自及彼等各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

- (c) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将在必要时及／或根据相关法律要求，与本公司、联交所、香港证监会及该等其他监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；且所有该等信息在各所有重大方面均真实、完整及准确，且无误导性；
- (d) 投资者知晓及同意，本公司、整体协调人及独家保荐人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关其认购或购买 H 股或根据本协议参与配售的资料，前提是提交有关资料及所提供的资料乃因应相关法律、规则及法规及／或有关政府部门的要求；
- (e) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及／或以作为国际发售的国际承销商的国际代表身份的彼等联属人士认购及／或收购；
- (g) 投资者将根据及受限于本公司组织章程细则或其他组织章程或宪章文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》第 18C 章、新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配 H 股，或联交所可能批准及不时适用于本公司的有关其他比例影响；
- (i) 本公司、独家保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保遵守上市规则第 8.08(3)及 18C.08 条；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士的账户或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士的账户或使该等人士受益，惟该司法管辖区的适用法律允许者除外；
- (l) 其明白及同意，仅可依据 S 规例及依据美国任何州及任何其他司法管辖区的任何适用证券法律在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，及代表投资者股份的任何股票须附有大意如此的备注；

- (m) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或彼等各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理人、顾问、联系人、合伙人及代表均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；
- (n) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范畴内不可撤回地放弃其因本协议及全球发售或与此有关（包括但不限于全球发售延迟或因任何缘由而未于预期日期及时间前完成或根本未进行，或发售价未位于公开文件所列指示区间内）而可能对任何独家保荐人、整体协调人、其他承销商及本公司、彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表提起任何申索或诉讼的任何权利；
- (p) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息，及其：
 - (i) 在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理人及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii) 尽力确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）除严格按需知情基准向其他获授权接收人披露外，不得向任何人士披露；及
 - (iii) 不得及将确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕交易条文）；
- (q) 以保密基准提供予投资者及其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及其代表的任何其他材料（不论书面或口头）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及其代表的任何其他材料（不论书面或口头）均不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或任何要约招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及其代表的任何其他材料（不论书面或口头）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者及其代表提供或供应的任何其他材料（不论书面或口头）可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与该修订有关的权利（如有）；
- (r) 本协议整体或单独不构成在美国或任何其他司法管辖区出售证券之要约，于有关区域作出此类要约将属非法；
- (s) 由于投资者或其任何联属人士或代其行事的任何人士并无参与或将参与有关投资者股份的任何直接销售活动（定义见 S 规例）或就投资者股份作出任何形式的一般招揽或一般广告（定义见证券法项下 D 规例）或以任何形式参与公开发售（定义见证券法第 4(2)条），故投资者未收购投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险属必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何有关信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何责任；
- (v) 独家保荐人、整体协调人、CMI、全球发售的其他承销商及其各自董事、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函

作出规定，否则本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；

- (w) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (x) 投资者已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司、独家保荐人、整体协调人或其他承销商所获取或开展（视情况而定）或代本公司、独家保荐人、整体协调人、CMI或其他承销商获取或开展的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、独家保荐人、整体协调人或其各自联系人、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (y) 其明白，投资者股份目前并无公开市场，及本公司、独家保荐人及整体协调人及其各自附属公司、联系人、合伙人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理人或代表及参与全球发售的其他各方并未就将存在投资者股份的公开市场作出担保；
- (z) 若全球发售因故推迟或终止或未完成，则本公司、独家保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级职员、雇员、合伙人、顾问、代理人或代表或参与全球发售的任何其他各方概不对投资者负有任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数； (ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；
- (bb) 除本协议外，投资者（作为一方）与本公司、本公司的任何股东、整体协调人及独家保荐人（作为另一方）之间并未就全球发售订立其他协议；
- (cc) 投资者已同意将于上市日期上午八时正（香港时间）或根据第 4.5 条约定的该等其它日期前支付总投资金额及有关经纪佣金和征费；及

- (dd) 本公司及整体协调人有权全权酌情调整投资者股份数目的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，以及《上市规则》第 8.08(1)条的最低公众持股量规定、《上市规则》第 19A.13C 条的自由流通量规定或经联交所批准的其他规定。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟进行的交易及履行本协议下义务所需的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及将在本协议期间采取履行本协议下的义务、令本协议及本协议下拟进行的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用，且并未失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何有关批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、独家保荐人及整体协调人；
- (g) 投资者应本公司、整体协调人及／或独家保荐人及其各自的联属人士的要求，在切实可行及法律允许的范围内，应尽快向联交所及其他有关政府部门提供其可能要求的资料；
- (h) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议下拟进行交易将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)分别对投资者具有约束力的任何协议或其他文书或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；

- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为**"监管机构"**）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、独家保荐人及／或整体协调人提供信息（包括但不限于：**(i)**投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于其各自的名称和注册成立地）；**(ii)**本协议下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；**(iii)**涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或**(iv)**投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为**"投资者相关信息"**），并接受及同意该等信息的披露。投资者进一步授权本公司、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致**(i)**其能评估投资者股份潜在投资的优点及风险；**(ii)**其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；**(iii)**其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及**(iv)**其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，通过订立本协议，其并不是有关本协议下拟进行交易的独家保荐人或整体协调人或 CMI 或承销商的客户；
- (l) 以全权委托投资基准作为主事人，以投资为目的认购投资者股份，并非旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指"离岸交易"中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及／或联系人：**(i)**为独立于本公司、其关连人士及其各自联系人的第三方；**(ii)**（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会构成关联交易或导致投资者或其实益拥

有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；(iii)具有财务能力履行本协议项下所有义务；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收任何该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；

- (p) 投资者将使用全权委托资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人各自均非独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商的"关连客户"。词语"关连客户""牵头经纪商"及"分销商"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其联系人或上述任何人士的代名人；
- (t) 除先前已书面通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (u) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (v) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文，且不得采取任何可能导致本公司、整体协调人及/或独家保荐人违反相关规定的行为；
- (w) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士、独家保荐人或整体协调人或全球发售的任何一名承销商或 CMI 的任何（直接或间接）融资；

- (x) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (y) 除依据本协议外，投资者或其任何联系人及实益拥有人概未申请亦未通过簿记建档程序就全球发售项下的任何 H 股下达认购订单；
- (z) 除非本协议另有规定，投资者未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (aa) 除先前已向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人未曾亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及整体协调人声明及保证，附表二所载有关其及其所属公司集团的说明以及监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的任何一方被提供和／或要求提供的所有投资者相关信息在各方面真实、完整及准确，且并无误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、独家保荐人及／或整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、独家保荐人及／或整体协调人可能合理要求的其他事宜的进一步信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订（如有）后，投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，且并无误导性或欺詐成分。

6.4 投资者明白，依据香港法律及美国证券法律及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、独家保荐人、整体协调人及全球发售的其他承销商及其各自附属公司、代理人、联属人士、顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺詐成分时立即书面通知本公司、独家保荐人及整体协调人。

6.5 各投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、独家保荐人、整体协调人及全球发售的其他承销商及 CMI（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其全资附属公司（该全资附属公司将持有任

何相关股份)或其各自高级职员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式(包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为)所导致的针对获弥偿方可能提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿,以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿,并保障其不受损害。

6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条(视情况而定)作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺,及须被视为于上市日期及延迟交付日期(如适用)重申。

6.7 本公司声明、保证及承诺:

- (a) 其依据中国法律妥为成立及有效存续;
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力,及已就此采取所有必要行动;
- (c) 在第 5.1 条所载全额付款及禁售期的规限下,投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利,及须与当时已发行及将于联交所上市的 H 股享有同等地位;
- (d) 本公司、其控股股东、本集团任何成员公司及其各自联属人士、董事、监事(如适用)、高级职员、雇员及代理人均未与任何投资者或其联属人士、董事、监事(如适用)、高级职员、雇员、代理人或代表订立不符合《上市规则》(包括新上市申请人指南第 4.15 章适用段落所载的规定)的任何协议或安排(包括任何附函);及
- (e) 除本协议规定的外,本公司或本集团任何成员公司或其各自任何联属人士、董事、监事、高级职员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可:

- (a) 根据第 3.2 条或第 4.6 条或第 4.8 条予以终止;

- (b) 或倘若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各独家保荐人及整体协调人依其各自全权酌情决定单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他各方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、独家保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司、独家保荐人及／或整体协调人或代表本公司、独家保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 各方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是披露方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何有关政府部门的规定披露本协议。

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

- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。各投资者须与本公司、独家保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、独家保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址：中国上海自由贸易试验区锦绣东路 2777 弄 11 号
邮箱：fansq@seer-group.com
收件人：Project 118

若发送至投资者，则发送至：

地址：香港湾仔骆克道 81 号广发大厦 25 楼
邮箱：product@gffunds.com.hk
收件人：广发国际产品团队

若发送至 CICC，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼
邮箱：ib_118@cicc.com.cn
收件人：Project 118 Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，在并无收到未送达通知的前提下，则为邮件发出之时；若通过预付邮件发送（在无证据表明此前已收妥的情况下），则为邮递 48 小时之后（或六日后，若为通过空邮）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认并声明，本协议已经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权以履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议及本协议项下拟进行的交易而言，本公司、独家保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。独家保荐人或整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况均不得影响独家保荐人或任何其他整体协调人强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人应在适用法律允许的范围内有权单独或与独家保荐人或任何其他整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、独家保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。为免生疑问，对本协议的任何修改或变更均无需事先通知非缔约方或取得其同意。
- 10.6 本协议将仅以中文签立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与当时已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。

- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或救济：
- (a) 获弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第 10.11(a) 分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任何一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等转授的通知）。尽管已作出任何此类转授，该独家保荐人或整体协调人，个别而并非共同或共同及个别地仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或救济的任何单一或部分行使不得妨碍其对该权利或救济的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或救济。本协议中规定的权利、权力和救济是累积性的，且不排除任何权利、权力及救济（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除内部重组或改组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的所有损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、独家保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。

10.17 各方均向其他方承诺，其应订立、履行并促使订立、履行本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

11.1 本协议及各方之间的关系应受香港法例管辖并据其解释。

11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性义务争议，均应提交由香港国际仲裁中心 ("**HKIAC**") 管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及任何形式的向任何司法当局提出上诉、复议或追索的所有权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或倘若在任何此类诉讼中，可将此类豁免（无论是否提出申请）归于其自身或其资产、财产或收入，则各投资者特此不可撤销地及无条件地放弃与任何此类诉讼相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 复本

13.1 本协议可订立任何数量的复本，由本协议各方在单独的复本上进行签署。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送已签署的本协议复本的签署页为有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

上海仙工智能科技股份有限公司
(Shanghai Seer Intelligent Technology Co., Ltd.)

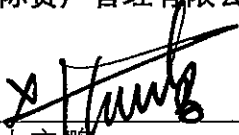


姓名：赵越

职务：执行董事

代表单位：

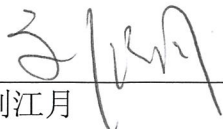
广发国际资产管理有限公司


姓名：上官鹏

职位名称：总经理

代表单位：

中国国际金融香港证券有限公司



姓名：刘江月
职位名称：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份的数目应等于(1)港元等值的 3,000,000 美元（根据招股章程所报的港元兑美元收盘汇率计算得出（不包括投资者就投资者股份应付的经纪佣金及征费）除以(2)发售价，向下取整至最接近的 50 股 H 股的完整买卖单位。

根据《上市规则》第 18C.09 条及新上市申请人指南第 4.14 章，倘若香港公开发售超额认购，根据本协议，投资者认购的投资者股份数目可能会受到国际发售与香港公开发售之间股份重新分配的影响。若香港公开发售对股份的总需求属于本公司最终招股章程中“全球发售的架构及条件－香港公开发售－重新分配”一节所述的情形，投资者股份数目可能会按比例扣减，以满足香港公开发售下的公众需求。本公司与整体协调人有唯一绝对酌情权调整投资者股份的分配数量，以符合以下规定：(i)上市规则第 8.08(3)条，当中规定于上市日期由公众持有的 H 股不得由前三大公众股东实益拥有 50%以上；(ii)上市规则第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的规定；(iii)上市规则第 19A.13C 条项下的最低自由流通量规定；(iv)上市规则第 18C.08 条，当中规定特专科技公司首次公开发售（不包括根据任何发售量调整权及超额配股权获行使而将予发行的任何股份）所提呈发售的股份总数中，至少 50%须由配售批次中的独立定价投资者承购（不论作为基石投资者或以其他身份）；及(v)上市规则附录 F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册地：香港湾仔骆克道 81 号广发大厦 25 楼
注册证号码：1539133
商业登记号码：53466055-000-12-24-1
营业地址、电话及联系人：香港湾仔骆克道 81 号广发大厦 25 楼；
852-36952848；广发国际产品团队
主要经营活动：资产管理
最终控股股东：广发基金管理有限公司，其控股股东为
广发证券股份有限公司
最终控股股东注册地：广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东营业执照号码：91440000126335439C
最终控股股东主要经营活动：投资银行与经纪业
股东及所持权益：广发基金管理有限公司持有广发国际资
产管理有限公司 100%股份
拟纳入招股章程的投资者的描述：GF Fund

GF Fund Management Co., Ltd. (廣發基金管理有限公司)(“GF Fund Management”) and GF International Investment Management Limited (廣發國際資產管理有限公司)(“GF Fund HK”, together with GF Fund Management, “GF Fund”) have respectively entered into cornerstone investment agreements with our Company.

GF Fund Management was established on August 5, 2003. As of December 31, 2025, its assets under management exceeded RMB 2 trillion. It offers a comprehensive range of product offerings, covering active equity, bonds, money market, overseas investments, passive investments, FOF, and quantitative hedging, among others, to meet the diversified investment needs of domestic and international clients. The controlling shareholder of GF Fund Management is GF Securities Co., Ltd.(廣發証券股份有限公司)(“GF Securities”), a limited company listed on the Stock Exchange (stock code:

1776) and the Shenzhen Stock Exchange (stock code: 000776), holding a 54.53% equity interest in GF Fund Management. Apart from GF Securities, no other shareholder holds 30% or more of the equity in GF Fund Management.

GF Fund HK is a wholly-owned subsidiary of GF Fund Management. GF Fund HK (central entity number of its SFC license: AXL121) was incorporated in Hong Kong in December 2010. It is licensed by the SFC to carry on Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities in Hong Kong. GF Fund HK serves as the global investment and business platform for its parent company, GF Fund Management. Acting as GF Fund Management's overseas window company, GF Fund HK strategically connects the Chinese and overseas markets. Leveraging the investment and research capabilities of GF Fund Management and its competitive advantages in the overseas market, GF Fund HK provides comprehensive and high-quality services to its clients.

GF Fund Management and GF Fund HK will subscribe for the Offer Shares as cornerstone investors in their capacity as the discretionary investment managers of certain funds under their management. To the best knowledge of GF Fund Management and GF Fund HK, each fund is an independent third party, and no ultimate beneficial owner holds 30% or more of the interest.

相关投资者类别（须计入联交所 FINI 承配人名单模板中或须于 FINI 界面披露有关地点）：

基石投资者

独立定价投资者

基石投资协议

2026 年 6 月 12 日

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

及

RUIHUA (INTERNATIONAL) INVESTMENT LIMITED
(瑞华(国际)投资有限公司)

及

中国国际金融香港证券有限公司

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本协议（本“协议”）于 2026 年 6 月 12 日订立

订约方：

- (1) 上海仙工智能科技股份有限公司 (SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.)，一家于中国注册成立的股份有限公司，其注册办事处位于中国上海自由贸易试验区锦绣东路 2777 弄 11 号（“本公司”）；
- (2) 瑞华(国际)投资有限公司 (RUIHUA (INTERNATIONAL) INVESTMENT LIMITED)，一家在英属维尔京群岛注册成立的公司，其注册办事处位于 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, 联系地址为 ROOM 2 11/F W50 50 WONG CHUK HANG RD（“投资者”）；及
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“CICC”）；

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）于联交所主板（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（“**香港公开发售**”）；及
 - (ii) 本公司在美国境外根据 S 规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的 H 股（可予重新分配且视乎超额配股权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC 担任独家保荐人；CICC 及招银国际融资有限公司（“**CMBI**”）担任全球发售的整体协调人（合称为“**整体协调人**”，各自为“**整体协调人**”）。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

“**联属人士**”，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个

人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受.....控制”及“与.....受共同控制”）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或以其他方式；

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第 6.2(f)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第 7(1)段规定以总投资金额的 1.0%计算的经纪佣金；

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**CMI**”指本公司就全球发售委任的资本市场中介机构，具有《证监会持牌人或注册人操守准则》赋予该词的涵义；

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

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

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案报告**”指本公司于 2025 年 5 月 29 日和 2025 年 12 月 1 日根据《境内企业境外发行证券和上市管理试行办法》第十三条向中国证监会提呈有关全球发售的备案报告，包括其任何修订、补充及／或修改；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“**中国证监会备案**”指根据《境内企业境外发行证券和上市管理试行办法》及中国证监会其他适用规则及要求向中国证监会提交或将提交的与全球发售相关或有关的任何形式信件、文档、信函、通讯、文件、回复、承诺及呈递材料（包括其任何修订、补充及／或修改）（包括但不限于中国证监会备案报告）；

“**延迟交付日期**”指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第 4.3 条通知投资者的较晚日期；

就任何相关股份而言，“**处置**”包括直接或间接：

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

“**费用规则**”指在联交所网站上“费用规则”一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

“**有关政府部门**”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、当局或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“**本集团**”指本公司及其附属公司；

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

“**港元**”指香港的法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有叙文(A)所给予的涵义；

“**H 股**”指本公司股本中每股面值为人民币 1.00 元的普通股，将于联交所主板上市及买卖；

“**获弥偿方**”具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的“获弥偿方”指他们中的任何一个获弥偿方；

“**国际发售**”具有叙文(A)所给予的涵义；

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

“**投资者相关信息**”具有第 6.2(i)条所给予的涵义；

“**投资者股份**”指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

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

“**征费**”指总投资金额 0.0027% 的香港证监会交易征费（或上市日期当日的交易征费），0.00565% 的联交所交易费（或上市日期当日的交易费）及 0.00015% 的会计及财务汇报局交易征费（或上市日期当日的交易征费）；

“**上市日期**”指 H 股首次于联交所主板上市的日期；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“**禁售期**”具有第 5.1 条所给予的涵义；

“**发售价**”指根据全球发售拟发售或销售的 H 股每股的最终港元价格（不包括经纪佣金和征费）；

“**整体协调人**”具有叙文(B)所给予的涵义；

“**超额配股权**”具有国际发售通函所给予的涵义；

“**各方**”指本协议指明的各方；及在文意所需之处，“**一方**”指他们中的任何一方；

“**中国**”指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

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

“**专业投资者**”具有《证券及期货条例》附表 1 第 1 部分所给予的涵义；

“**自有投资基准**”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“**S 规例**”指《证券法》下的 S 规例；

“**监管机构**”具有第 6.2(i)条所给予的涵义；

“**相关股份**”指可供投资者根据本协议认购的投资者股份，及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“**人民币**”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国各州及哥伦比亚特区；

“美元”指美国的法定货币；

“美国人士”具有 S 规例所给予的涵义；及

“承销商”指香港公开发售下的香港承销商及国际发售下的国际承销商。

1.2 在本协议中，除文意另有所指外：

- (a) 提述“条”、“款”或“附表”之处，均为提述本协议的某条、某款或某附表；
- (b) 索引、条款及附表标题仅为方便而设，并不影响本协议的诠释或解释；
- (c) 叙文及附表构成本协议的组成部分，并具有同等效力及作用，犹如在本协议正文中明确列出，凡提述本协议之处均包括叙文及附表；
- (d) 单数包括复数，反之亦然；意指一种性别的词语包括其他性别；
- (e) 提述本协议或另一文书之处，包括其任何修订或替代；
- (f) 提述成文法、法定条文、规例或规则之处包括提述：
 - (i) 该成文法、法定条文、规例或规则，以及根据任何成文法或法定条文不时予以合并、修订、补充、修改、重新制定或替代者；
 - (ii) 其重新制定的任何已废除成文法、法定条文、规例或规则（不论是否经修改）；及
 - (iii) 根据其制定的任何附属法例；

- (g) 提述“法规”之处包括任何政府、政府间或超国家机构、机构、部门或任何监管、自律或其他机构或组织的任何法规、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；
- (h) 提述一天中的时间及日期之处，除非另有指明，否则分别指香港时间及日期；
- (i) 提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法律人格）；
- (j) 提述“包括”之处须分别解释为包括但不限于；及
- (k) 提述任何司法管辖区（香港除外）有关任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括在该司法管辖区与相关香港法律术语最接近者。

2. 投资

2.1 在满足下述第 3 条所指条件（或由各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）以及本协议其他条款及条件的规限下：

(a) 投资者将根据国际发售并在其项下按发售价认购，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投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份，作为国际发售的一部分，并通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际承销商的国际代表身份进行；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

2.2 投资者可于不迟于上市日期前三个营业日向本公司、独家保荐人及整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司须为专业投资者，且(i)并非美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中认购投资者股份，惟须受限于：

(a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议项下作出的相同协议、声明、保证、承诺、承认及确认约束，且投资者在本协议项下作出的协议、声明、保证、承诺、承认及确认应视为投资者为其自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人及整体协调人保证该全资附属公司将妥当及准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并按要求使各获弥偿方获得弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议项下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议项下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该全资附属公司或任何其他人士采取任何步骤。除文意另有所指外，“投资者”一词在本协议中应解释为包括该全资附属公司。

- 2.3 本公司及整体协调人可全权酌情决定所有或部分投资者股份的交付须根据第 4.3 条于延迟交付日期进行。
- 2.4 本公司及整体协调人（为其自身及代表全球发售承销商）将按彼等可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，该厘定为最终定论并对投资者具有约束力。

3. 交割条件

- 3.1 投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以下述各项条件于交割之时或之前均获满足或由各方共同豁免为前提（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）：
- (a) 香港公开发售及国际发售的承销协议已不迟于该等承销协议指定的时间及日期订立并已生效及成为无条件（根据其各自原始条款或其后经该等承销协议各方同意予以豁免或变更），且前述任何承销协议均未被终止；
 - (b) 发售价已获本公司及整体协调人（为其自身及代表全球发售承销商）议定；
 - (c) 联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖，以及其他适用豁免及批准，且该等批准、许可或豁免在 H 股于联交所开始买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案并已就中国证监会备案于其网站发布备案结果，且相关接受通知及／或已发布之备案结果在 H 股开始在联交所买卖之前未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未颁布或公布任何禁止完成全球发售或本文书所预期交易的法律，且具司法管辖权的法院未发出阻止或禁止完成该等交易的有效命令或强制令；及
 - (f) 投资者各自在本协议项下的协议、声明、保证、承诺、承认及确认在所有方面均属真实、准确及完整且无误导成份，且投资者并无严重违反本协议。

3.2 倘第 3.1 条所载任何条件未于本协议日期后一百八十(180)日（或本公司、投资者、独家保荐人及整体协调人可能书面协定的其他日期）当日或之前获满足或由各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免），则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告终止，投资者根据本协议已支付予任何其他方的任何款项应由该方在商业上切实可行的情况下尽快不计利息退还予投资者，且无论如何不得迟于本协议终止日期后三十(30)日，本协议将告终止及失效，本公司、独家保荐人及／或整体协调人承担的所有义务及责任将告停止及终止；惟根据本第 3.2 条终止本协议不得损害任何一方于该终止时或之前就本文书条款对其他方已产生的权利或责任。为免存疑，本条款中的任何内容不得解释为赋予投资者权利，以在本条所述日期前的期间内纠正投资者在本协议项下所作的任何违反其各自声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或发售价将位于公开文件所列指示区间内，且倘全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，则本公司、独家保荐人或整体协调人对投资者概不产生任何责任。投资者特此放弃就全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，而对本公司、独家保荐人及／或整体协调人或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、联系人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受限于第 3 条及本第 4 条，投资者将根据国际发售及作为其一部分，并通过整体协调人（及／或其各自联属人士）以他们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。因此，投资者股份将与国际发售交割同时，按本公司及整体协调人厘定的时间及方式认购。

4.2 无论投资者股份的交付时间和方式如何，投资者须于上市日期当日香港时间上午八时正或之前，以同日价值信贷方式，通过电汇将立即可用的结算资金港元，在无任何扣减或抵销的情况下，全额支付总投资金额以及相关经纪佣金及征费（至整体协调人通知予投资者的港元银行账户）至整体协调人不迟于上市日期前一(1)个完整营业日书面通知予投资者的港元银行账户，该通知须包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。

4.3 倘整体协调人全权酌情决定应于较上市日期为晚的某一日期（“**延迟交付日期**”）交付所有或任何部分投资者股份，则整体协调人须书面通知投资者：(i)不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交

付日期前两(2)个营业日，告知延迟交付日期，惟延迟交付日期不得迟于可行使超额配股权的最后日期后三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍须按第 4.2 条所述支付投资者股份款项。

- 4.4 在根据第 4.2 条就投资者股份作出如期付款的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统进行，方式为将投资者股份直接存入中央结算系统，记入投资者不迟于上市日期或根据第 4.3 条厘定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.5 在不影响第 4.3 条的情况下，投资者股份的交付及付款亦可按本公司、独家保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付不得迟于可行使超额配股权的最后一日之后的五（5）个营业日。
- 4.6 倘未按本协议规定的时间及方式收到或结清总投资金额及相关经纪佣金与征费的付款（无论全部或部分），本公司、独家保荐人及整体协调人保留各自全权酌情终止本协议的权利，在此情况下，本公司、独家保荐人及整体协调人的所有义务及责任将告停止及终止（但不得损害本公司、独家保荐人及整体协调人可能因投资者未能遵守其在本协议项下的义务而对其提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条全额支付总投资金额以及经纪佣金和征费而遭受或招致的任何损失、成本、开支、申索、负债、法律诉讼及损害，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方作出弥偿、使其免受损害及获得全面弥偿。
- 4.7 倘本公司、整体协调人及独家保荐人认为，《上市规则》第 8.08(3)条（其规定由公众人士持有的 H 股中，由本公司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%）及《上市规则》第 18C.08 条（其规定在全球发售中发售的 H 股总数（不包括根据行使超额配股权而发行的 H 股）中，必须至少有 50%由参与国际发售的独立定价投资者（不论以基石投资者身份与否）认购）的规定于上市日期可能未获遵守，则独家保荐人、整体协调人及本公司将有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(3)条及第 18C.08 条的规定。此外，为遵守《上市规则》附录 F1（股本证券配售指引），本公司及整体协调人可全权酌情调整投资者股份数目。
- 4.8 本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表均无须对未能或延迟履行其于本协议项下的义务承担任何责任（无论共同或个别），及倘本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）因本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）无法控制的情况而无法或延迟履行其于本协议项下的义务，则彼等各自有权终止本协议。该等无法控制的情况包括但不限于

于天灾、洪水、疾病、流行病或大流行病（包括但不限于禽流感、严重急性呼吸综合征、甲型 H1N1 流感、H5N1 型禽流感、中东呼吸综合征、埃博拉病毒及 COVID-19）的爆发或加剧、宣布国家、国际、地区紧急状态、灾害、灾祸、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或威胁、敌对行动升级或爆发、战争（无论是否宣战）、恐怖主义、火灾、暴动、叛乱、内乱、罢工、停工、政府运作中断、政治动乱、敌对行动爆发或升级、严重运输中断及其他自然灾害、其他工业行动、电力或其他供应全面中断、飞机相撞、意外或机械或电力故障、技术或计算机故障或任何资金传输系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、任何现有或未来政府活动或类似行为。在有关情况下，本公司、整体协调人及独家保荐人的所有义务及责任均应停止及终止；惟根据第 4.8 条终止本协议不得损害任何一方于终止时或之前就本协议条款对其他各方应有的权利或责任。

5. 对投资者的限制

- 5.1 受限于第 5.2 条，投资者为其自身向本公司、独家保荐人及整体协调人议定、契诺并承诺，未经本公司、独家保荐人及整体协调人各自事先书面同意，投资者不会在上市日期起计六(6)个月期间（“**禁售期**”）内的任何时间，直接或间接地(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)订立与任何前述交易具有相同经济效果的任何交易。
- 5.2 第 5.1 条所载内容不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，惟在所有情况下：
- (a) 向本公司、整体协调人及独家保荐人提供有关转让的至少五(5)个营业日的事先书面通知，当中载列有关全资附属公司的身份（包括但不限于注册成立地点、公司注册编号及商业登记号码）、其与投资者的关系及有关附属公司的业务，以及令本公司、整体协调人及独家保荐人信纳的有关证据，以证明潜在受让人为本公司、整体协调人及独家保荐人可能要求的投资者的全资附属公司；
 - (b) 在进行该转让前，该全资附属公司须作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款给予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的义务及限制）约束，且投资者承诺促使该全资附属公司受该等义务及限制约束，犹如该全资附属公司本身受该等义务及限制约束；
 - (c) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；

- (d) 投资者及该投资者的全资附属公司就其所持有的所有相关股份而言，须被视为投资者，并须共同及个别地承担本协议规定的所有责任及义务；
- (e) 倘在禁售期届满前的任何时间，该全资附属公司已不再或即将不再为投资者的全资附属公司，则其须（且投资者须促使该附属公司）立即，且无论如何不再是在投资者的全资附属公司之前，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另一家全资附属公司，该另一家全资附属公司须作出或由投资者促使其作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款致予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的限制）约束，并作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身受该等义务及限制约束，并须共同及个别地承担本协议规定的所有责任及义务；及
- (f) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)依赖 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除经本公司、独家保荐人及整体协调人事先书面同意外，投资者及紧密联系人于本公司全部已发行股本中的总持股量（直接及间接）应少于本公司全部已发行股本的 10%（或《上市规则》就不时界定“主要股东”所规定的其他百分比）。

5.4 投资者同意，投资者持有本公司股本乃基于自有投资基准，并应本公司、独家保荐人及／或整体协调人合理要求，向本公司、独家保荐人及整体协调人提供合理证据，证明投资者持有本公司股本乃基于自有投资基准。投资者不得，及须促使其控股股东、联系人及其各自实益拥有人均不得申请或通过簿记建档程序就全球发售下的 H 股（投资者股份除外）下单或申请香港公开发售下的 H 股。

5.5 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、代理人或代表不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立任何与《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定或香港监管机构刊发的其他书面指引）不一致或相悖的安排或协议，包括任何附函。投资者进一步确认及承诺，概无投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人及整体协调人承认、声明、承诺、保证、同意及确认：

- (a) 本公司、独家保荐人和整体协调人各自及彼等各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全

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

- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将在必要时及／或根据相关法律要求，与本公司、联交所、香港证监会及该等其他监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；且所有该等信息在各所有重大方面均真实、完整及准确，且无误导性；
- (d) 投资者知晓及同意，本公司、整体协调人及独家保荐人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关其认购或购买 H 股或根据本协议参与配售的资料，前提是提交有关资料及所提供的资料乃因应相关法律、规则及法规及／或有关政府部门的要求；
- (e) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及／或以作为国际发售的国际承销商的国际代表身份的彼等联属人士认购及／或收购；
- (g) 投资者将根据及受限于本公司组织章程细则或其他组织章程或宪章文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》第 18C 章、新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配 H 股，或联交所可能批准及不时适用于本公司的有关其他比例影响；
- (i) 本公司、独家保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保遵守上市规则第 8.08(3)及 18C.08 条；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士的账户或使任何美国人士

受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士的账户或使该等人士受益，惟该司法管辖区的适用法律允许者除外；

- (l) 其明白及同意，仅可依据 S 规例及依据美国任何州及任何其他司法管辖区的任何适用证券法律在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，及代表投资者股份的任何股票须附有大意如此的备注；
- (m) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或彼等各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理人、顾问、联系人、合伙人及代表均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；
- (n) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范畴内不可撤回地放弃其因本协议及全球发售或与此有关（包括但不限于全球发售延迟或因任何缘由而未于预期日期及时间前完成或根本未进行，或发售价未位于公开文件所列指示区间内）而可能对任何独家保荐人、整体协调人、其他承销商及本公司、彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表提起任何申索或诉讼的任何权利；
- (p) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息，及其：*(i)*在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理人及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；*(ii)*尽力确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）除严格按需知情基准向其他获授权接收人披露外，不得向任何人士披露；及*(iii)*不得及将确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕交易条文）；
- (q) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论书面或口头）不得予以复制、向任何其他人士披露、传阅或传播，

及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为避免疑问：

- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）均不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或任何要约招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）所载任何内容不得构成不论何种合约或承诺的依据；
- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供或供应的任何其他材料（不论书面或口头）可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与该修订有关的权利（如有）；
- (r) 本协议整体或单独不构成在美国或任何其他司法管辖区出售证券之要约，于有关区域作出此类要约将属非法；
- (s) 由于投资者或其任何联属人士或代其行事的任何人士并无参与或将参与有关投资者股份的任何直接销售活动（定义见 S 规例）或就投资者股份作出任何形式的一般招揽或一般广告（定义见证券法项下 D 规例）或以任何形式参与公开发售（定义见证券法第 4(2)条），故投资者未收购投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险属必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者及仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何有关信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协

调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何责任；

- (v) 独家保荐人、整体协调人、CMI、全球发售的其他承销商及其各自董事、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (x) 投资者已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司、独家保荐人、整体协调人或其他承销商所获取或开展（视情况而定）或代本公司、独家保荐人、整体协调人、CMI或其他承销商获取或开展的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、独家保荐人、整体协调人或其各自联系人、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (y) 其明白，投资者股份目前并无公开市场，及本公司、独家保荐人及整体协调人及其各自附属公司、联系人、合伙人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理人或代表及参与全球发售的其他各方并未就将存在投资者股份的公开市场作出担保；
- (z) 若全球发售因故推迟或终止或未完成，则本公司、独家保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级职员、雇员、合伙人、

顾问、代理人或代表或参与全球发售的任何其他各方概不对投资者或其附属公司负有任何责任；

- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数； (ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；
- (bb) 除本协议，投资者（作为一方）与本公司、本公司的任何股东、整体协调人及独家保荐人（作为另一方）之间并未就全球发售订立其他协议；
- (cc) 投资者已同意将于上市日期上午八时正（香港时间）或根据第 4.5 条约定的该等其它日期前支付总投资金额及有关经纪佣金和征费；及
- (dd) 本公司及整体协调人有权全权酌情调整投资者股份数目的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，以及《上市规则》第 8.08(1)条的最低公众持股量规定、《上市规则》第 19A.13C 条的自由流通量规定或经联交所批准的其他规定。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟进行的交易及履行本协议下义务所需的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及将在本协议期间采取履行本协议下的义务、令本协议及本协议下拟进行的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"批准"）均已取得及具备十足效力及作用，且并未失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何有关批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、独家保荐人及整体协调人；

- (g) 投资者应本公司、整体协调人及／或独家保荐人及其各自的联属人士的要求，在切实可行及法律允许的范围内，应尽快向联交所及其他有关政府部门提供其可能要求的资料；
- (h) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议下拟进行交易将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)分别对投资者具有约束力的任何协议或其他文书或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、独家保荐人及／或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于其各自的名称和注册成立地）；(ii)本协议下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，通过订立本协议，其并不是有关本协议下拟进行交易的独家保荐人或整体协调人或 CMI 或承销商的客户；
- (l) 其为自身利益、以自有投资基准作为主事人，以投资为目的认购投资者股份，并非旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；

- (m) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指"离岸交易"中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及／或联系人：**(i)**为独立于本公司、其关连人士及其各自联系人的第三方；**(ii)**（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会构成关联交易或导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；**(iii)**具有财务能力履行本协议项下所有义务；**(iv)**并非受**(a)**本公司任何核心关连人士（定义见《上市规则》）或**(b)**本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收任何该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及**(v)**与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；
- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人各自均非独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商的"关连客户"。词语"关连客户""牵头经纪商"及"分销商"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其联系人或上述任何人士的代名人；
- (t) 除先前已书面通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于**(a)**联交所 FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或**(b)**《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；

- (u) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (v) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文，且不得采取任何可能导致本公司、整体协调人及/或独家保荐人违反相关规定的行为；
- (w) 投资者、其实益拥有人及/或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士、独家保荐人或整体协调人或全球发售的任何一名承销商或 CMI 的任何（直接或间接）融资；
- (x) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (y) 除依据本协议外，投资者或其任何联系人及实益拥有人概未申请亦未通过簿记建档程序就全球发售项下的任何 H 股下达认购订单；
- (z) 除非本协议另有规定，投资者未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (aa) 除先前已向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及/或联系人未曾亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及整体协调人声明及保证，附表二所载有关其及其所属公司集团的说明以及监管机构和/或本公司、独家保荐人及整体协调人及其各自联属人士的任何一方被提供和/或要求提供的所有投资者相关信息在各方面真实、完整及准确，且并无误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、独家保荐人及/或整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及/或本公司、独家保荐人及/或整体协调人可能合理要求的其他事宜的进一步信息及/或证明文件，以确保其各自遵守适用法律及/或公司或证券登记规定及/或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订（如有）后，投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，且并无误导性或欺詐成分。

6.4 投资者明白，依据香港法律及美国证券法律及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、独家保荐人、整体协调人及全球发售的其他承销商及其各自附属公司、代理人、联属人士、顾问及其他人士

将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺詐成分时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 各投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、独家保荐人、整体协调人及全球发售的其他承销商及 CMI（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其全资附属公司（该全资附属公司将持有任何相关股份）或其各自高级职员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方可能提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为成立及有效存续；
 - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；
 - (d) 本公司、其控股股东、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级职员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定）的任何协议或安排（包括任何附函）；及

- (e) 除本协议规定的外，本公司或本集团任何成员公司或其各自任何附属人士、董事、监事、高级职员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条或第 4.8 条予以终止；
- (b) 或倘若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各独家保荐人及整体协调人依其各自全权酌情决定单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他各方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、香港证监会、中国证监会及／或本公司、独家保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司、独家保荐人及／或整体协调人或代表本公司、独家保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 各方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是披露方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及

(c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何有关政府部门的规定披露本协议。

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

8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。各投资者须与本公司、独家保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、独家保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。

8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址：中国上海自由贸易试验区锦绣东路 2777 弄 11 号

邮箱：fansq@seer-group.com

收件人：Project 118

若发送至投资者，则发送至：

地址：香港黄竹坑道 50 号 W50 大厦 11 楼 2 室

邮箱：zhanghao@ruihua.com.hk

收件人：张昊

若发送至 CICC，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼
邮箱：ib_118@cicc.com.cn
收件人：Project 118 Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，在并无收到未送达通知的前提下，则为邮件发出之时；若通过预付邮件发送（在无证据表明此前已收妥的情况下），则为邮递 48 小时之后（或六日后，若为通过空邮）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认并声明，本协议已经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权以履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议及本协议项下拟进行的交易而言，本公司、独家保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。独家保荐人或整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况均不得影响独家保荐人或任何其他整体协调人强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人应在适用法律允许的范围内有权单独或与独家保荐人或任何其他整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、独家保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。为免生疑问，对本协议的任何修改或变更均无需事先通知非缔约方或取得其同意。
- 10.6 本协议将仅以中文签立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与当时已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或救济：
- (a) 获弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第 10.11(a) 分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任何一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等转授的通知）。尽管已作出任何此类转授，该独家保荐人或整体协调人，个别而并非共同或共同及个别地仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或救济的任何单一或部分行使不得妨碍其对该权利或救济的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或救济。本协议中规定的权利、权力和救济是累积性的，且不排除任何权利、权力及救济（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除内部重组或改组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的所有损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、独家保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其应订立、履行并促使订立、履行本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系应受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性义务争议，均应提交由香港国际仲裁中心 ("HKIAC") 管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及任何形式的向任何司法当局提出上诉、复议或追索的所有权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或倘若在任何此类诉讼中，可将此类豁免（无论是否提出申请）归于其自身或其资产、财产或收入，则各投资者特此不可撤销地及无条件地放弃与任何此类诉讼相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地委任瑞华（国际）投资有限公司（地址：香港的黄竹坑道 50 号 W50 大厦 11 楼 2 室，流程代理人：张昊），为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且是否被投资者收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、独家保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

- 14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签署。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送已签署的本协议复本的签署页为有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

上海仙工智能科技股份有限公司
(Shanghai Seer Intelligent Technology Co., Ltd.)



姓名：赵越

职务：执行董事

代表单位：

瑞华（国际）投资有限公司

(Ruihua (International) Investment Limited)

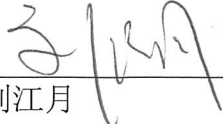
张剑华

姓名：Zhang Jianhua

职位名称：Director

代表单位：

中国国际金融香港证券有限公司



姓名：刘江月
职位名称：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份的数目应等于(1)港元等值的 5,000,000 美元（根据招股章程所报的港元兑美元收盘汇率计算得出（不包括投资者就投资者股份应付的经纪佣金及征费）除以(2)发售价，向下取整至最接近的 50 股 H 股的完整买卖单位。

根据《上市规则》第 18C.09 条及新上市申请人指南第 4.14 章，倘若香港公开发售超额认购，根据本协议，投资者认购的投资者股份数目可能会受到国际发售与香港公开发售之间股份重新分配的影响。若香港公开发售对股份的总需求属于本公司最终招股章程中“全球发售的架构及条件－香港公开发售－重新分配”一节所述的情形，投资者股份数目可能会按比例扣减，以满足香港公开发售下的公众需求。本公司与整体协调人有唯一绝对酌情权调整投资者股份的分配数量，以符合以下规定：(i)上市规则第 8.08(3)条，当中规定于上市日期由公众持有的 H 股不得由前三大公众股东实益拥有 50%以上；(ii)上市规则第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的规定；(iii)上市规则第 19A.13C 条项下的最低自由流通量规定；(iv)上市规则第 18C.08 条，当中规定特专科技公司首次公开发售（不包括根据任何发售量调整权及超额配股权获行使而将予发行的任何股份）所提呈发售的股份总数中，至少 50%须由配售批次中的独立定价投资者承购（不论作为基石投资者或以其他身份）；及(v)上市规则附录 F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册地：	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
注册证号码：	2006489
商业登记号码：	不适用
营业地址、电话及联系人：	不适用
主要经营活动：	证券投资，股权投资
最终控股股东：	Zhang Jianbin
最终控股股东注册地：	中国
最终控股股东营业执照号码：	不适用
最终控股股东主要经营活动：	海内外证券投资，股权投资
股东及所持权益：	瑞华（国际）投资有限公司为一家于英属维尔京群岛注册成立的公司，其为香港瑞华投资管理有限公司的全资子公司，香港瑞华投资管理有限公司是江苏瑞华投资控股集团有限公司全资子公司，江苏瑞华投资控股集团有限公司的大股东为张建斌先生。
拟纳入招股章程的投资者的描述：	Ruihua (International) Investment Limited (瑞華(國際)投資有限公司)(“ Ruihua Investment ”) is a limited company incorporated in the British Virgin Islands and is principally engaged in equity investment activities in global markets. Ruihua Investment is wholly owned by Hong Kong Ruihua Investment Management Limited (“ Hong Kong Ruihua ”), which is ultimately controlled by Mr. Zhang Jianbin (張建斌), and is primarily engaged in securities market investments. Mr. Zhang Jianbin, who holds more than 30% or more of the interest in Hong Kong Ruihua, is an independent third party. None of the other single shareholders holds 30% or more of the interests in Hong Kong Ruihua.
相关投资者类别（须计入联交所 FINI 承配人名单模板中或须于 FINI 界面披露有关地点）：	基石投资者 独立定价投资者

基石投资协议

2026 年 6 月 12 日

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

及

锦绣中和(天津)投资管理有限公司

及

中国国际金融香港证券有限公司

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本协议（本“协议”）于 2026 年 6 月 12 日订立

订约方：

- (1) 上海仙工智能科技股份有限公司（**SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.**），一家于中国注册成立的股份有限公司，其注册办事处位于中国上海自由贸易试验区锦绣东路 2777 弄 11 号（“**本公司**”）；
- (2) 锦绣中和(天津)投资管理有限公司，一家于中国注册成立的公司，其注册办事处位于中国天津生态城动漫中路 126 号动漫大厦 C 区一层 C3 区（TG 第 155 号）（“**投资者**”）；及
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“**CICC**”）；

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）于联交所主板（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（“**香港公开发售**”）；及
 - (ii) 本公司在美国境外根据 S 规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的 H 股（可予重新分配且视乎超额配股权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC 担任独家保荐人；CICC 及招银国际融资有限公司（“**CMBI**”）担任全球发售的整体协调人（合称为“**整体协调人**”，各自为“**整体协调人**”）。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

“**联属人士**”，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制

中”、“受.....控制”及“与.....受共同控制”)指拥有直接或间接权力指示或安排他人指示某人士的管理及政策,不论是通过拥有有表决权证券、合约抑或其他方式;

“**总投资金额**”指发售价乘以投资者股份数目之金额;

“**批准**”具有第 6.2(f)条所给予的涵义;

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

“**经纪佣金**”指按《上市规则》费用规则第 7(1)段规定以总投资金额的 1.0%计算的经纪佣金;

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割;

“**CMI**”指本公司就全球发售委任的资本市场中介机构,具有《证监会持牌人或注册人操守准则》赋予该词的涵义;

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

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

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义,并须据此解释;

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

除非文意另有所指,“**控股股东**”具有《上市规则》所赋予的涵义,复数形式的“**控股股东**”须据此解释;

“**中国证监会**”指中国证券监督管理委员会;

“**中国证监会备案报告**”指本公司于 2025 年 5 月 29 日和 2025 年 12 月 1 日根据《境内企业境外发行证券和上市管理试行办法》第十三条向中国证监会提呈有关全球发售的备案报告,包括其任何修订、补充及／或修改;

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“**中国证监会备案**”指根据《境内企业境外发行证券和上市管理试行办法》及中国证监会其他适用规则及要求向中国证监会提交或将提交的与全球发售相关或有关的任何形式信件、文档、信函、通讯、文件、回复、承诺及呈递材料（包括其任何修订、补充及／或修改）（包括但不限于中国证监会备案报告）；

“**延迟交付日期**”指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第 4.3 条通知投资者的较晚日期；

就任何相关股份而言，“**处置**”包括直接或间接：

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

“**费用规则**”指在联交所网站上“费用规则”一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

“有关政府部门”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、当局或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“本集团”指本公司及其附属公司；

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

“港元”指香港的法定货币；

“香港”指中华人民共和国香港特别行政区；

“香港公开发售”具有叙文(A)所给予的涵义；

“H 股”指本公司股本中每股面值为人民币 1.00 元的普通股，将于联交所主板上市及买卖；

“获弥偿方”具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的**“获弥偿方”**指他们中的任何一个获弥偿方；

“国际发售”具有叙文(A)所给予的涵义；

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

“投资者相关信息”具有第 6.2(i)条所给予的涵义；

“投资者股份”指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

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

“征费”指总投资金额 0.0027% 的香港证监会交易征费（或上市日期当日的交易征费），0.00565% 的联交所交易费（或上市日期当日的交易费）及 0.00015% 的会计及财务汇报局交易征费（或上市日期当日的交易征费）；

“上市日期”指 H 股首次于联交所主板上市的日期；

“《上市规则》”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“禁售期”具有第 5.1 条所给予的涵义；

“发售价”指根据全球发售拟发售或销售的 H 股每股的最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有叙文(B)所给予的涵义；

“超额配股权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

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

“专业投资者”具有《证券及期货条例》附表 1 第 1 部分所给予的涵义；

“自有投资基准”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“招股章程”指本公司就香港公开发售拟在香港发出的最终招股章程；

“公开文件”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“QDII”指经中国证监会颁发投资境外证券市场牌照的中国合格境内机构投资者，投资者可通过该机构购买投资者股份；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所给予的涵义；

“相关股份”指可供投资者或其全资附属公司或有关 QDII（视乎情况而定）根据本协议认购的投资者股份，及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“人民币”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国各州及哥伦比亚特区；

“美元”指美国的法定货币；

“美国人士”具有 S 规例所给予的涵义；及

“承销商”指香港公开发售下的香港承销商及国际发售下的国际承销商。

1.2 在本协议中，除文意另有所指外：

- (a) 提述“条”、“款”或“附表”之处，均为提述本协议的某条、某款或某附表；
- (b) 索引、条款及附表标题仅为方便而设，并不影响本协议的诠释或解释；
- (c) 叙文及附表构成本协议的组成部分，并具有同等效力及作用，犹如在本协议正文中明确列出，凡提述本协议之处均包括叙文及附表；
- (d) 单数包括复数，反之亦然；意指一种性别的词语包括其他性别；
- (e) 提述本协议或另一文书之处，包括其任何修订或替代；
- (f) 提述成文法、法定条文、规例或规则之处包括提述：
 - (i) 该成文法、法定条文、规例或规则，以及根据任何成文法或法定条文不时予以合并、修订、补充、修改、重新制定或替代者；
 - (ii) 其重新制定的任何已废除成文法、法定条文、规例或规则（不论是否经修改）；及
 - (iii) 根据其制定的任何附属法例；

- (g) 提述“法规”之处包括任何政府、政府间或超国家机构、机构、部门或任何监管、自律或其他机构或组织的任何法规、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；
- (h) 提述一天中的时间及日期之处，除非另有指明，否则分别指香港时间及日期；
- (i) 提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法律人格）；
- (j) 提述“包括”之处须分别解释为包括但不限于；及
- (k) 提述任何司法管辖区（香港除外）有关任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括在该司法管辖区与相关香港法律术语最接近者。

2. 投资

2.1 在满足下述第 3 条所指条件（或由各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）以及本协议其他条款及条件的规限下：

(a) 投资者将根据国际发售并在其项下按发售价认购，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投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份，作为国际发售的一部分，并通过整体协调人及／或其联属人士以他们作为国际发售相关部分的国际承销商的国际代表身份进行；及

(b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

2.2 投资者可于不迟于上市日期前三个营业日向本公司、独家保荐人及整体协调人送达书面通知，选择通过投资者或 QDII 的一家全资附属公司认购投资者股份，而该全资附属公司须为专业投资者，且(i)并非美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中认购投资者股份，惟须受限于：

(a) 投资者须促使该全资附属公司或 QDII 于该日向本公司、独家保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议项下作出的相同协议、声明、保证、承诺、承认及确认约束，且投资者在本协议项下作出的协议、声明、保证、承诺、承认及确认应视为投资者为其自身及代表该全资附属公司或 QDII 作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人及整体协调人保证该全资附属公司或 QDII 将妥当及准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根

据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并按要求使各获弥偿方获得弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司或 QDII 在本协议项下有责任支付的任何款项，及应要求立即履行该全资附属公司或 QDII 在本协议项下的任何义务，而无须本公司、独家保荐人或整体协调人首先对该全资附属公司或 QDII 或任何其他人士采取任何步骤。除文意另有所指外，“投资者”一词在本协议中应解释为包括该全资附属公司或 QDII。

2.3 本公司及整体协调人可全权酌情决定所有或部分投资者股份的交付须根据第 4.3 条于延迟交付日期进行。

2.4 本公司及整体协调人（为其自身及代表全球发售承销商）将按彼等可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，该厘定为最终定论并对投资者具有约束力。

3. 交割条件

3.1 投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以下述各项条件于交割之时或之前均获满足或由各方共同豁免为前提（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）：

- (a) 香港公开发售及国际发售的承销协议已不迟于该等承销协议指定的时间及日期订立并已生效及成为无条件（根据其各自原始条款或其后经该等承销协议各方同意予以豁免或变更），且前述任何承销协议均未被终止；
- (b) 发售价已获本公司及整体协调人（为其自身及代表全球发售承销商）议定；
- (c) 联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖，以及其他适用豁免及批准，且该等批准、许可或豁免在 H 股于联交所开始买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案并已就中国证监会备案于其网站发布备案结果，且相关接受通知及／或已发布之备案结果在 H 股开始在联交所买卖之前未被拒绝、撤回、撤销或失效；
- (e) 任何有关政府部门未颁布或公布任何禁止完成全球发售或本文书所预期交易的法律，且具司法管辖权的法院未发出阻止或禁止完成该等交易的有效命令或强制令；及

(f) 投资者各自在本协议项下的协议、声明、保证、承诺、承认及确认在所有方面均属真实、准确及完整且无误导成份，且投资者并无严重违反本协议。

3.2 倘第 3.1 条所载任何条件未于本协议日期后一百八十(180)日（或本公司、投资者、独家保荐人及整体协调人可能书面协定的其他日期）当日或之前获满足或由各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免），则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告终止，投资者根据本协议已支付予任何其他方的任何款项应由该方在商业上切实可行的情况下尽快不计利息退还予投资者，且无论如何不得迟于本协议终止日期后三十(30)日，本协议将告终止及失效，本公司、独家保荐人及／或整体协调人承担的所有义务及责任将告停止及终止；惟根据本第 3.2 条终止本协议不得损害任何一方于该终止时或之前就本文书条款对其他方已产生的权利或责任。为免存疑，本条款中的任何内容不得解释为赋予投资者权利，以在本条所述日期前的期间内纠正投资者在本协议项下所作的任何违反其各自声明、保证、承诺、承认及确认的行为。

3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或发售价将位于公开文件所列指示区间内，且倘全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，则本公司、独家保荐人或整体协调人对投资者概不产生任何责任。投资者特此放弃就全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，而对本公司、独家保荐人及／或整体协调人或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、联系人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

4.1 受限於第 3 条及本第 4 条，投资者将根据国际发售及作为其一部分，并通过整体协调人（及／或其各自联属人士）以他们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。因此，投资者股份将与国际发售交割同时，按本公司及整体协调人厘定的时间及方式认购。

4.2 无论投资者股份的交付时间和方式如何，投资者须及／或促使 QDII（如适用）于上市日期当日香港时间上午八时正或之前，以同日价值信贷方式，通过电汇将立即可用的结算资金港元，在无任何扣减或抵销的情况下，全额支付总投资金额以及相关经纪佣金及征费（至整体协调人通知予投资者的港元银行账户）至整体协调人不迟于上市日期前一(1)个完整营业日书面通知予投资者的港元银行账户，该通知须包括（其中包括）付款账户详情及投资者及／或 QDII（如适用）根据本协议应付的总金额。

- 4.3 倘整体协调人全权酌情决定应于较上市日期为晚的某一日期（“**延迟交付日期**”）交付所有或任何部分投资者股份，则整体协调人须书面通知投资者：(i)不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，惟延迟交付日期不得迟于可行使超额配股权的最后日期后三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者或 QDII，投资者仍须及／或促使 QDII 按第 4.2 条所述支付投资者股份款项。
- 4.4 在根据第 4.2 条就投资者股份作出如期付款的前提下，向投资者及／或 QDII（如适用）交付投资者股份（视情况而定）应通过中央结算系统进行，方式为将投资者股份直接存入中央结算系统，记入投资者或 QDII 不迟于上市日期或根据第 4.3 条厘定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.5 在不影响第 4.3 条的情况下，投资者股份的交付及付款亦可按本公司、独家保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付不得迟于可行使超额配股权的最后一日之后的五（5）个营业日。
- 4.6 倘未按本协议规定的时间及方式收到或结清总投资金额及相关经纪佣金与征费的付款（无论全部或部分），本公司、独家保荐人及整体协调人保留各自全权酌情终止本协议的权利，在此情况下，本公司、独家保荐人及整体协调人的所有义务及责任将告停止及终止（但不得损害本公司、独家保荐人及整体协调人可能因投资者未能遵守其在本协议项下的义务而对其提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条全额支付总投资金额以及经纪佣金和征费而遭受或招致的任何损失、成本、开支、申索、负债、法律诉讼及损害，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方作出弥偿、使其免受损害及获得全面弥偿。
- 4.7 倘本公司、整体协调人及独家保荐人认为，《上市规则》第 8.08(3)条（其规定由公众人士持有的 H 股中，由本公司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%）及《上市规则》第 18C.08 条（其规定在全球发售中发售的 H 股总数（不包括根据行使超额配股权而发行的 H 股）中，必须至少有 50%由参与国际发售的独立定价投资者（不论以基石投资者身份与否）认购）的规定于上市日期可能未获遵守，则独家保荐人、整体协调人及本公司将有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(3)条及第 18C.08 条的规定。此外，为遵守《上市规则》附录 F1（股本证券配售指引），本公司及整体协调人可全权酌情调整投资者股份数目。
- 4.8 本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表均无须对未能或延迟履行其于本协议项下的义务承担任何责任（无论共同或个别），及倘本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）因本公司、整体协调人、独家保

荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）无法控制的情况而无法或延迟履行其于本协议项下的义务，则彼等各自有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、疾病、流行病或大流行病（包括但不限于禽流感、严重急性呼吸综合征、甲型 H1N1 流感、H5N1 型禽流感、中东呼吸综合征、埃博拉病毒及 COVID-19）的爆发或加剧、宣布国家、国际、地区紧急状态、灾害、灾祸、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或威胁、敌对行动升级或爆发、战争（无论是否宣战）、恐怖主义、火灾、暴动、叛乱、内乱、罢工、停工、政府运作中断、政治动乱、敌对行动爆发或升级、严重运输中断及其他自然灾害、其他工业行动、电力或其他供应全面中断、飞机相撞、意外或机械或电力故障、技术或计算机故障或任何资金传输系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、任何现有或未来政府活动或类似行为。在有关情况下，本公司、整体协调人及独家保荐人的所有义务及责任均应停止及终止；惟根据第 4.8 条终止本协议不得损害任何一方于终止时或之前就本协议条款对其他各方应有的权利或责任。

5. 对投资者的限制

- 5.1 受限于第 5.2 条，投资者为其自身向本公司、独家保荐人及整体协调人议定、契诺并承诺，未经本公司、独家保荐人及整体协调人各自事先书面同意，投资者不会在上市日期起计六(6)个月期间（“**禁售期**”）内的任何时间，直接或间接地(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)订立与任何前述交易具有相同经济效果的任何交易。
- 5.2 第 5.1 条所载内容不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，惟在所有情况下：
- (a) 向本公司、整体协调人及独家保荐人提供有关转让的至少五(5)个营业日的事先书面通知，当中载列有关全资附属公司的身份（包括但不限于注册成立地点、公司注册编号及商业登记号码）、其与投资者的关系及有关附属公司的业务，以及令本公司、整体协调人及独家保荐人信纳的有关证据，以证明潜在受让人为本公司、整体协调人及独家保荐人可能要求的投资者的全资附属公司；
 - (b) 在进行该转让前，该全资附属公司须作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款给予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的义务及限制）约束，且投资者承诺促使该全资附属公司受该等义务及限制约束，犹如该全资附属公司本身受该等义务及限制约束；

- (c) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；
- (d) 投资者及该投资者的全资附属公司就其所持有的所有相关股份而言，须被视为投资者，并须共同及个别地承担本协议规定的所有责任及义务；
- (e) 倘在禁售期届满前的任何时间，该全资附属公司已不再或即将不再为投资者的全资附属公司，则其须（且投资者须促使该附属公司）立即，且无论如何，在不再是投资者的全资附属公司之前，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另一家全资附属公司，该另一家全资附属公司须作出或由投资者促使其作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款致予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的限制）约束，并作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身受该等义务及限制约束，并须共同及个别地承担本协议规定的所有责任及义务；及
- (f) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)依赖 S 规例在离岸交易中收购相关股份。

- 5.3 投资者同意及承诺，除经本公司、独家保荐人及整体协调人事先书面同意外，投资者及紧密联系人士于本公司全部已发行股本中的总持股量（直接及间接）应少于本公司全部已发行股本的 10%（或《上市规则》就不时界定“主要股东”所规定的其他百分比）。
- 5.4 投资者同意，投资者持有本公司股本乃基于自有投资基准，并应本公司、独家保荐人及／或整体协调人合理要求，向本公司、独家保荐人及整体协调人提供合理证据，证明投资者持有本公司股本乃基于自有投资基准。投资者不得，及须促使其控股股东、联系人及其各自实益拥有人均不得申请或通过簿记建档程序就全球发售下的 H 股（投资者股份除外）下单或申请香港公开发售下的 H 股。
- 5.5 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、代理人或代表不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立任何与《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定或香港监管机构刊发的其他书面指引）不一致或相悖的安排或协议，包括任何附函。投资者进一步确认及承诺，概无投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

- 6.1 投资者向本公司、独家保荐人及整体协调人承认、声明、承诺、保证、同意及确认：

- (a) 本公司、独家保荐人和整体协调人各自及彼等各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将在必要时及／或根据相关法律要求，与本公司、联交所、香港证监会及该等其他监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；且所有该等信息在各所有重大方面均真实、完整及准确，且无误导性；
- (d) 投资者知晓及同意，本公司、整体协调人及独家保荐人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关其认购或购买 H 股或根据本协议参与配售的资料，前提是提交有关资料及所提供的资料乃因应相关法律、规则及法规及／或有关政府部门的要求；
- (e) 发售价将完全且仅根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及／或以作为国际发售的国际承销商的国际代表身份的彼等联属人士认购及／或收购；
- (g) 投资者将根据及受限于本公司组织章程细则或其他组织章程或宪章文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》第 18C 章、新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配 H 股，或联交所可能批准及不时适用于本公司的有关其他比例影响；
- (i) 本公司、独家保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保遵守上市规则第 8.08(3)及 18C.08 条；

- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士的账户或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士的账户或使该等人士受益，惟该司法管辖区的适用法律允许者除外；
- (l) 其明白及同意，仅可依据 S 规例及依据美国任何州及任何其他司法管辖区的任何适用证券法律在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，及代表投资者股份的任何股票须附有大意如此的备注；
- (m) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或彼等各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理人、顾问、联系人、合伙人及代表均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；
- (n) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范畴内不可撤回地放弃其因本协议及全球发售或与此有关（包括但不限于全球发售延迟或因任何缘由而未于预期日期及时间前完成或根本未进行，或发售价未位于公开文件所列指示区间内）而可能对任何独家保荐人、整体协调人、其他承销商及本公司、彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表提起任何申索或诉讼的任何权利；
- (p) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息，及其：
 - (i) 在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理人及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii) 尽力确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）除严格按需知情基准向其他获授权接收人披露外，不得向任何人士披露；及
 - (iii) 不得及将确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人

的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕交易条文）；

- (q) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论书面或口头）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）均不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或任何要约招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及
 - (iii) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供或供应的任何其他材料（不论书面或口头）可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与该修订有关的权利（如有）；
- (r) 本协议整体或单独不构成在美国或任何其他司法管辖区出售证券之要约，于有关区域作出此类要约将属非法；
- (s) 由于投资者或其任何联属人士或代其行事的任何人士并无参与或将参与有关投资者股份的任何直接销售活动（定义见 S 规例）或就投资者股份作出任何形式的一般招揽或一般广告（定义见证券法项下 D 规例）或以任何形式参与公开发售（定义见证券法第 4(2)条），故投资者未收购投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险属必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者及仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包

括其各自董事、监事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何有关信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何责任；

- (v) 独家保荐人、整体协调人、CMI、全球发售的其他承销商及其各自董事、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (x) 投资者已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司、独家保荐人、整体协调人或其他承销商所获取或开展（视情况而定）或代本公司、独家保荐人、整体协调人、CMI或其他承销商获取或开展的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、独家保荐人、整体协调人或其各自联系人、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (y) 其明白，投资者股份目前并无公开市场，及本公司、独家保荐人及整体协调人及其各自附属公司、联系人、合伙人、联属人士、董事、监事（如适用）、

高级职员、雇员、顾问、代理人或代表及参与全球发售的其他各方并未就将存在投资者股份的公开市场作出担保；

- (z) 若全球发售因故推迟或终止或未完成，则本公司、独家保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级职员、雇员、合伙人、顾问、代理人或代表或参与全球发售的任何其他各方概不对投资者或其附属公司负有任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数； (ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；
- (bb) 除本协议，投资者（作为一方）与本公司、本公司的任何股东、整体协调人及独家保荐人（作为另一方）之间并未就全球发售订立其他协议；
- (cc) 投资者已同意将于上市日期 上午八时正（香港时间）之前或根据第 4.5 条约定的该等其它日期前支付总投资金额及有关经纪佣金和征费；
- (dd) 本公司及整体协调人有权全权酌情调整投资者股份数目的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，以及《上市规则》第 8.08(1)条的最低公众持股量规定、《上市规则》第 19A.13C 条的自由流通量规定或经联交所批准的其他规定；及
- (ee) 倘投资者通过合格境内机构投资者(“QDII”)进行本协议项下的投资，则投资者无条件且不可撤销地向本公司、整体协调人及独家保荐人承诺并保证：。
 - (A) 其应促使 QDII 将受本协议项下投资者所有义务、承诺、声明、保证、赔偿及责任的约束，并履行、作出及承担因本协议产生、根据本协议或与本协议相关的全部义务、承诺、声明、保证、赔偿及责任（包括 QDII 作出如下声明及保证：(a)其非美国人士；(b)其位于美国境外；及(c)其根据《证券法》项下 S 规例在离岸交易中认购投资者股份（“投资者义务”））；及
 - (B) 其应促使及无条件及不可撤销地向本公司、整体协调人及独家保荐人保证 QDII 妥善及准时履行及遵守所有投资者义务。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；

- (c) 其拥有签订及交付本协议、订立及开展本协议拟进行的交易及履行本协议下义务所需的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签订及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及将在本协议期间采取履行本协议下的义务、令本协议及本协议下拟进行的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用，且并未失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何有关批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、独家保荐人及整体协调人；
- (g) 投资者应本公司、整体协调人及／或独家保荐人及其各自的联属人士的要求，在切实可行及法律允许的范围内，应尽快向联交所及其他有关政府部门提供其可能要求的资料；
- (h) 投资者签订及交付本协议，及其履行本协议、认购投资者股份及完成本协议下拟进行交易将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)分别对投资者具有约束力的任何协议或其他文书或(iv)分别对投资者具有管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“监管机构”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、独家保荐人及／或整体协调人提供信息（包括但不限于：(i)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于其各自的名称和注册成立地）；(ii)本协议下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或(iv)投资者或其最终实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“投资者相关信息”），并接受及同意该等信息的披露。投资者进一步授权本公司、独家保荐人、整体协调人各

自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或其为专业投资者，通过订立本协议，其并不是有关本协议下拟进行交易的独家保荐人或整体协调人或 CMI 或承销商的客户；
- (l) 其为自身利益、以自有投资基准作为主事人，以投资为目的认购投资者股份，并非旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指"离岸交易"中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司、其关连人士及其各自联系人的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会构成关联交易或导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；(iii)具有财务能力履行本协议项下所有义务；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收任何该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；
- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；

- (q) 投资者、其实益拥有人及／或联系人各自均非独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商的"关连客户"。词语"关连客户""牵头经纪商"及"分销商"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其联系人或上述任何人士的代名人；
- (t) 除先前已书面通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (u) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (v) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文，且不得采取任何可能导致本公司、整体协调人及/或独家保荐人违反相关规定的行为；
- (w) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士、独家保荐人或整体协调人或全球发售的任何一名承销商或 CMI 的任何（直接或间接）融资；
- (x) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (y) 除依据本协议外，投资者或其任何联系人及实益拥有人概未申请亦未通过簿记建档程序就全球发售项下的任何 H 股下达认购订单；
- (z) 除非本协议另有规定，投资者未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (aa) 除先前已向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人未曾亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

- 6.3 投资者向本公司、独家保荐人及整体协调人声明及保证，附表二所载有关其及其所属公司集团的说明以及监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的任何一方被提供和／或要求提供的所有投资者相关信息在各方面真实、完整及准确，且并无误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、独家保荐人及／或整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、独家保荐人及／或整体协调人可能合理要求的其他事宜的进一步信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订（如有）后，投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，且并无误导性或欺詐成分。
- 6.4 投资者明白，依据香港法律及美国证券法律及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、独家保荐人、整体协调人及全球发售的其他承销商及其各自附属公司、代理人、联属人士、顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺詐成分时立即书面通知本公司、独家保荐人及整体协调人。
- 6.5 各投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、独家保荐人、整体协调人及全球发售的其他承销商及 CMI（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其全资附属公司或 QDII（该全资附属公司或 QDII 将持有任何相关股份）或其各自高级职员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方可能提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。

6.7 本公司声明、保证及承诺：

- (a) 其依据中国法律妥为成立及有效存续；
- (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；
- (d) 本公司、其控股股东、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级职员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定）的任何协议或安排（包括任何附函）；及
- (e) 除本协议规定的外，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事、高级职员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条或第 4.8 条予以终止；
- (b) 或倘若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各独家保荐人及整体协调人依其各自全权酌情决定单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他各方所享有或负有的应

计权利或责任。尽管有上述情况，第 6.5 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

- 8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：
- (a) 联交所、香港证监会、中国证监会及／或本公司、独家保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司、独家保荐人及／或整体协调人或代表本公司、独家保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
 - (b) 各方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是披露方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
 - (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何有关政府部门的规定披露本协议。
- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、独家保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。各投资者须与本公司、独家保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、独家保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及／或整体协

调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址：中国上海自由贸易试验区锦绣东路 2777 弄 11 号

邮箱：fansq@seer-group.com

收件人：Project 118

若发送至投资者，则发送至：

地址：中国北京市朝阳区建国门外大街 1 号国贸写字楼 1 座 10 层中和资本

邮箱：fengyj@zhonghecapital.com

收件人：Mr. Ethan Feng (冯奕健)

若发送至 CICC，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼

邮箱：ib_118@cicc.com.cn

收件人：Project 118 Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，在并无收到未送达通知的前提下，则为邮件发出之时；若通过预付邮件发送（在无证据表明此前已收妥的情况下），则为邮递 48 小时之后（或六日后，若为通过空邮）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认并声明，本协议已经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权以履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议及本协议项下拟进行的交易而言，本公司、独家保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。

- 10.3 本协议中规定的独家保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。独家保荐人或整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况均不得影响独家保荐人或任何其他整体协调人强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人应在适用法律允许的范围内有权单独或与独家保荐人或任何其他整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、独家保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。为免生疑问，对本协议的任何修改或变更均无需事先通知非缔约方或取得其同意。
- 10.6 本协议将仅以中文订立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与当时已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或救济：
- (a) 获弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第 10.11(a) 分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任何一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等转授的通知）。

尽管已作出任何此类转授，该独家保荐人或整体协调人，个别而并非共同或共同及个别地仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何附属人士之所有作为及不作为负责。

- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或救济的任何单一或部分行使不得妨碍其对该权利或救济的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或救济。本协议中规定的权利、权力和救济是累积性的，且不排除任何权利、权力及救济（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除内部重组或改组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的所有损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、独家保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其应订立、履行并促使订立、履行本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系应受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性义务争议，均应提交由香港国际仲裁中心（“HKIAC”）管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定并对各方具有约束力，且可在具有司法管辖

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

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或倘若在任何此类诉讼中，可将此类豁免（无论是否提出申请）归于其自身或其资产、财产或收入，则各投资者特此不可撤销地及无条件地放弃与任何此类诉讼相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地委任香港湾仔皇后大道东 248 号大新金融中心 40 楼的上海仙工智能科技股份有限公司，为其及代表其在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否被转寄至投资者且是否被投资者收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、独家保荐人及整体协调人认可的替代法律程序文件代理，及在新法律程序文件代理接受委任的 30 天内向本公司、独家保荐人及整体协调人发送其接受委任文件的副本。

14. 复本

- 14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签署。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送已签署的本协议复本的签署页为有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

上海仙工智能科技股份有限公司
(Shanghai Seer Intelligent Technology Co., Ltd.)

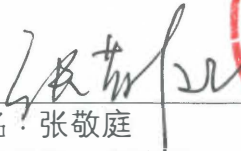
A handwritten signature in black ink, appearing to be the Chinese characters '赵越' (Zhao Yue), written over a horizontal line.

姓名：赵越

职务：执行董事

代表单位：

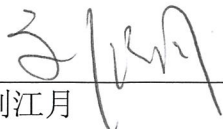
锦绣中和(天津)投资管理有限公司


姓名：张敬庭
职位名称：董事长



代表单位：

中国国际金融香港证券有限公司



姓名：刘江月
职位名称：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份的数目应等于(1)港元等值的 3,000,000 美元（根据招股章程所报的港元兑美元收盘汇率计算得出（不包括投资者就投资者股份应付的经纪佣金及征费）除以(2)发售价，向下取整至最接近的 50 股 H 股的完整买卖单位。

根据《上市规则》第 18C.09 条及新上市申请人指南第 4.14 章，倘若香港公开发售超额认购，根据本协议，投资者认购的投资者股份数目可能会受到国际发售与香港公开发售之间股份重新分配的影响。若香港公开发售对股份的总需求属于本公司最终招股章程中“全球发售的架构及条件－香港公开发售－重新分配”一节所述的情形，投资者股份数目可能会按比例扣减，以满足香港公开发售下的公众需求。本公司与整体协调人有唯一绝对酌情权调整投资者股份的分配数量，以符合以下规定：(i)上市规则第 8.08(3)条，当中规定于上市日期由公众持有的 H 股不得由前三大公众股东实益拥有 50%以上；(ii)上市规则第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的规定；(iii)上市规则第 19A.13C 条项下的最低自由流通量规定；(iv)上市规则第 18C.08 条，当中规定特专科技公司首次公开发售（不包括根据任何发售量调整权及超额配股权获行使而将予发行的任何股份）所提呈发售的股份总数中，至少 50%须由配售批次中的独立定价投资者承购（不论作为基石投资者或以其他身份）；及(v)上市规则附录 F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册地：天津生态城动漫中路 126 号动漫大厦 C 区
一层 C3 区（TG 第 155 号）

注册证号码：SARC15
商业登记号码：91120116MA05MNKH0W
营业地址、电话及联系人：中国北京市朝阳区建外大街 1 号国贸写字
楼 1 座 1001，冯奕健，15990627089

主要经营活动：投资管理
最终控股股东：锦绣中和（北京）资本管理有限公司
最终控股股东注册地：北京市西城区白广路 4、6 号 8 幢四层
448

最终控股股东营业执照号码：91110102051363741U
最终控股股东主要经营活动：投资管理
股东及所持权益：锦绣中和（北京）资本管理有限公司，
持股 100%

拟纳入招股章程的投资者的描述：Splendid Zhonghe (Tianjin) Investment Management Co., Ltd. (錦繡中和(天津)投資管理有限公司)(“**Splendid Zhonghe Investment**”) is entering into the cornerstone investment agreement with the Company. Splendid Zhonghe Investment is a limited liability company incorporated in China on January 17, 2017. It is a wholly-owned subsidiary of Splendid Zhonghe (Beijing) Capital Co., Ltd. (錦繡中和(北京)資本管理有限公司)(“Zhonghe Capital”), which is a full-industry-chain investment platform incorporated in China on August 20, 2012, with cumulative assets under management exceeding RMB29 billion. Leveraging its extensive experience in capital market investments, Zhonghe Capital has completed strategic investments in more than 200 distinguished listed companies and growth enterprises, and has developed profound industry expertise and robust resource integration capabilities across its target sectors. As of the Latest Practicable Date, Zhonghe Capital has nine shareholders in

total. Mr. Zhang Jingting (張敬庭), an independent third party, beneficially owns 30.80% of the equity interests in Zhonghe Capital, and no other shareholder holds 30% or more of the equity interest in Zhonghe Capital.

相关投资者类别（须计入联交所 FINI 承配人名单模板中或须于 FINI 界面披露有关地点）：

基石投资者

独立定价投资者

基石投资协议

2026 年 6 月 12 日

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

及

YISHAO CAPITAL MANAGEMENT (HK) LIMITED

及

中国国际金融香港证券有限公司

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本协议（本“协议”）于 2026 年 6 月 12 日订立

订约方：

- (1) 上海仙工智能科技股份有限公司（**SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.**），一家于中国注册成立的股份有限公司，其注册办事处位于中国上海自由贸易试验区锦绣东路 2777 弄 11 号（“**本公司**”）；
- (2) **YISHAO CAPITAL MANAGEMENT (HK) LIMITED**，一家于 Hong Kong 注册成立的公司，其注册办事处位于 1513-14, 15F, Jardine House, 1 Connaught Palace, Central, Hong Kong（“**投资者**”）；及
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“**CICC**”）；

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）于联交所主板（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（“**香港公开发售**”）；及
 - (ii) 本公司在美国境外根据 S 规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的 H 股（可予重新分配且视乎超额配股权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC 担任独家保荐人；CICC 及招银国际融资有限公司（“**CMBI**”）担任全球发售的整体协调人（合称为“**整体协调人**”，各自为“**整体协调人**”）。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

“**联属人士**”，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制

中”、“受.....控制”及“与.....受共同控制”)指拥有直接或间接权力指示或安排他人指示某人士的管理及政策,不论是通过拥有有表决权证券、合约抑或其他方式;

“**总投资金额**”指发售价乘以投资者股份数目之金额;

“**批准**”具有第 6.2(f)条所给予的涵义;

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

“**经纪佣金**”指按《上市规则》费用规则第 7(1)段规定以总投资金额的 1.0%计算的经纪佣金;

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割;

“**CMI**”指本公司就全球发售委任的资本市场中介机构,具有《证监会持牌人或注册人操守准则》赋予该词的涵义;

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

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

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义,并须据此解释;

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

除非文意另有所指,“**控股股东**”具有《上市规则》所赋予的涵义,复数形式的“**控股股东**”须据此解释;

“**中国证监会**”指中国证券监督管理委员会;

“**中国证监会备案报告**”指本公司于 2025 年 5 月 29 日和 2025 年 12 月 1 日根据《境内企业境外发行证券和上市管理试行办法》第十三条向中国证监会提呈有关全球发售的备案报告,包括其任何修订、补充及／或修改;

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“**中国证监会备案**”指根据《境内企业境外发行证券和上市管理试行办法》及中国证监会其他适用规则及要求向中国证监会提交或将提交的与全球发售相关或有关的任何形式信件、文档、信函、通讯、文件、回复、承诺及呈递材料（包括其任何修订、补充及／或修改）（包括但不限于中国证监会备案报告）；

“**延迟交付日期**”指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第 4.3 条通知投资者的较晚日期；

就任何相关股份而言，“**处置**”包括直接或间接：

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

“**费用规则**”指在联交所网站上“费用规则”一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

“有关政府部门”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、当局或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“本集团”指本公司及其附属公司；

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

“港元”指香港的法定货币；

“香港”指中华人民共和国香港特别行政区；

“香港公开发售”具有叙文(A)所给予的涵义；

“H 股”指本公司股本中每股面值为人民币 1.00 元的普通股，将于联交所主板上市及买卖；

“获弥偿方”具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的**“获弥偿方”**指他们中的任何一个获弥偿方；

“国际发售”具有叙文(A)所给予的涵义；

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

“投资者相关信息”具有第 6.2(i)条所给予的涵义；

“投资者股份”指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

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

“征费”指总投资金额 0.0027% 的香港证监会交易征费（或上市日期当日的交易征费），0.00565% 的联交所交易费（或上市日期当日的交易费）及 0.00015% 的会计及财务汇报局交易征费（或上市日期当日的交易征费）；

“上市日期”指 H 股首次于联交所主板上市的日期；

“《上市规则》”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“禁售期”具有第 5.1 条所给予的涵义；

“发售价”指根据全球发售拟发售或销售的 H 股每股的最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有叙文(B)所给予的涵义；

“超额配股权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

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

“专业投资者”具有《证券及期货条例》附表 1 第 1 部分所给予的涵义；

“自有投资基准”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“招股章程”指本公司就香港公开发售拟在香港发出的最终招股章程；

“公开文件”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所给予的涵义；

“相关股份”指可供投资者根据本协议认购的投资者股份，及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“人民币”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国各州及哥伦比亚特区；

“美元”指美国的法定货币；

“美国人士”具有 S 规例所给予的涵义；及

“承销商”指香港公开发售下的香港承销商及国际发售下的国际承销商。

1.2 在本协议中，除文意另有所指外：

- (a) 提述“条”、“款”或“附表”之处，均为提述本协议的某条、某款或某附表；
- (b) 索引、条款及附表标题仅为方便而设，并不影响本协议的诠释或解释；
- (c) 叙文及附表构成本协议的组成部分，并具有同等效力及作用，犹如在本协议正文中明确列出，凡提述本协议之处均包括叙文及附表；
- (d) 单数包括复数，反之亦然；意指一种性别的词语包括其他性别；
- (e) 提述本协议或另一文书之处，包括其任何修订或替代；
- (f) 提述成文法、法定条文、规例或规则之处包括提述：
 - (i) 该成文法、法定条文、规例或规则，以及根据任何成文法或法定条文不时予以合并、修订、补充、修改、重新制定或替代者；
 - (ii) 其重新制定的任何已废除成文法、法定条文、规例或规则（不论是否经修改）；及
 - (iii) 根据其制定的任何附属法例；
- (g) 提述“法规”之处包括任何政府、政府间或超国家机构、机构、部门或任何监管、自律或其他机构或组织的任何法规、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；
- (h) 提述一天中的时间及日期之处，除非另有指明，否则分别指香港时间及日期；

- (i) 提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法律人格）；
- (j) 提述“包括”之处须分别解释为包括但不限于；及
- (k) 提述任何司法管辖区（香港除外）有关任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括在该司法管辖区与相关香港法律术语最接近者。

2. 投资

2.1 在满足下述第 3 条所指条件（或由各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）以及本协议其他条款及条件的规限下：

- (a) 投资者将根据国际发售并在其项下按发售价认购，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投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份，作为国际发售的一部分，并通过整体协调人及／或其附属人士以他们作为国际发售相关部分的国际承销商的国际代表身份进行；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

2.2 投资者可于不迟于上市日期前三个营业日向本公司、独家保荐人及整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司须为专业投资者，且(i)并非美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中认购投资者股份，惟须受限于：

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议项下作出的相同协议、声明、保证、承诺、承认及确认约束，且投资者在本协议项下作出的协议、声明、保证、承诺、承认及确认应视为投资者为其自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人及整体协调人保证该全资附属公司将妥当及准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并按要求使各获弥偿方获得弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议项下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议项下的任何义务，而无须本公司、

独家保荐人或整体协调人首先对该全资附属公司或任何其他人士采取任何步骤。除文意另有所指外，“投资者”一词在本协议中应解释为包括该全资附属公司。

- 2.3 本公司及整体协调人可全权酌情决定所有或部分投资者股份的交付须根据第 4.3 条于延迟交付日期进行。
- 2.4 本公司及整体协调人（为其自身及代表全球发售承销商）将按彼等可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，该厘定为最终定论并对投资者具有约束力。

3. 交割条件

- 3.1 投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以下述各项条件于交割之时或之前均获满足或由各方共同豁免为前提（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）：
- (a) 香港公开发售及国际发售的承销协议已不迟于该等承销协议指定的时间及日期订立并已生效及成为无条件（根据其各自原始条款或其后经该等承销协议各方同意予以豁免或变更），且前述任何承销协议均未被终止；
 - (b) 发售价已获本公司及整体协调人（为其自身及代表全球发售承销商）议定；
 - (c) 联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖，以及其他适用豁免及批准，且该等批准、许可或豁免在 H 股于联交所开始买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案并已就中国证监会备案于其网站发布备案结果，且相关接受通知及／或已发布之备案结果在 H 股开始在联交所买卖之前未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未颁布或公布任何禁止完成全球发售或本文书所预期交易的法律，且具司法管辖权的法院未发出阻止或禁止完成该等交易的有效命令或强制令；及
 - (f) 投资者各自在本协议项下的协议、声明、保证、承诺、承认及确认在所有方面均属真实、准确及完整且无误导成份，且投资者并无严重违反本协议。
- 3.2 倘第 3.1 条所载任何条件未于本协议日期后一百八十(180)日（或本公司、投资者、独家保荐人及整体协调人可能书面协定的其他日期）当日或之前获满足或由各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且

第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免），则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告终止，投资者根据本协议已支付予任何其他方的任何款项应由该方在商业上切实可行的情况下尽快不计利息退还予投资者，且无论如何不得迟于本协议终止日期后三十(30)日，本协议将告终止及失效，本公司、独家保荐人及／或整体协调人承担的所有义务及责任将告停止及终止；惟根据本第 3.2 条终止本协议不得损害任何一方于该终止时或之前就本文书条款对其他方已产生的权利或责任。为免存疑，本条款中的任何内容不得解释为赋予投资者权利，以在本条所述日期前的期间内纠正投资者在本协议项下所作的任何违反其各自声明、保证、承诺、承认及确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或发售价将位于公开文件所列指示区间内，且倘全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，则本公司、独家保荐人或整体协调人对投资者概不产生任何责任。投资者特此放弃就全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，而对本公司、独家保荐人及／或整体协调人或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、联系人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受限于第 3 条及本第 4 条，投资者将根据国际发售及作为其一部分，并通过整体协调人（及／或其各自联属人士）以他们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。因此，投资者股份将与国际发售交割同时，按本公司及整体协调人厘定的时间及方式认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须于上市日期当日香港时间上午八时正或之前，以同日价值信贷方式，通过电汇将立即可用的结算资金港元，在无任何扣减或抵销的情况下，全额支付总投资金额以及相关经纪佣金及征费（至整体协调人通知予投资者的港元银行账户）至整体协调人不迟于上市日期前一(1)个完整营业日书面通知予投资者的港元银行账户，该通知须包括（其中包括）付款账户详情及投资者及根据本协议应付的总金额。
- 4.3 倘整体协调人全权酌情决定应于较上市日期为晚的某一日期（“**延迟交付日期**”）交付所有或任何部分投资者股份，则整体协调人须书面通知投资者：(i)不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，惟延迟交付日期不得迟于可行使超额配股权的最后日期后三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍须按第 4.2 条所述支付投资者股份款项。

- 4.4 在根据第 4.2 条就投资者股份作出如期付款的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统进行，方式为将投资者股份直接存入中央结算系统，记入投资者不迟于上市日期或根据第 4.3 条厘定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.5 在不影响第 4.3 条的情况下，投资者股份的交付及付款亦可按本公司、独家保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付不得迟于可行使超额配股权的最后一日之后的五（5）个营业日。
- 4.6 倘未按本协议规定的时间及方式收到或结清总投资金额及相关经纪佣金与征费的付款（无论全部或部分），本公司、独家保荐人及整体协调人保留各自全权酌情终止本协议的权利，在此情况下，本公司、独家保荐人及整体协调人的所有义务及责任将告停止及终止（但不得损害本公司、独家保荐人及整体协调人可能因投资者未能遵守其在本协议项下的义务而对其提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条全额支付总投资金额以及经纪佣金和征费而遭受或招致的任何损失、成本、开支、申索、负债、法律诉讼及损害，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方作出弥偿、使其免受损害及获得全面弥偿。
- 4.7 倘本公司、整体协调人及独家保荐人认为，《上市规则》第 8.08(3)条（其规定由公众人士持有的 H 股中，由本公司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%）及《上市规则》第 18C.08 条（其规定在全球发售中发售的 H 股总数（不包括根据行使超额配股权而发行的 H 股）中，必须至少有 50%由参与国际发售的独立定价投资者（不论以基石投资者身份与否）认购）的规定于上市日期可能未获遵守，则独家保荐人、整体协调人及本公司将有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(3)条及第 18C.08 条的规定。此外，为遵守《上市规则》附录 F1（股本证券配售指引），本公司及整体协调人可全权酌情调整投资者股份数目。
- 4.8 本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表均无须对未能或延迟履行其于本协议项下的义务承担任何责任（无论共同或个别），及倘本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）因本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）无法控制的情况而无法或延迟履行其于本协议项下的义务，则彼等各自有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、疾病、流行病或大流行病（包括但不限于禽流感、严重急性呼吸综合征、甲型 H1N1 流感、H5N1 型禽流感、中东呼吸综合征、埃博拉病毒及 COVID-19）的爆发或加剧、宣布国家、国际、地区紧急状态、灾害、灾祸、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、

政治不稳定或威胁、敌对行动升级或爆发、战争（无论是否宣战）、恐怖主义、火灾、暴动、叛乱、内乱、罢工、停工、政府运作中断、政治动乱、敌对行动爆发或升级、严重运输中断及其他自然灾害、其他工业行动、电力或其他供应全面中断、飞机相撞、意外或机械或电力故障、技术或计算机故障或任何资金传输系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、任何现有或未来政府活动或类似行为。在有关情况下，本公司、整体协调人及独家保荐人的所有义务及责任均应停止及终止；惟根据第 4.8 条终止本协议不得损害任何一方于终止时或之前就本协议条款对其他各方应有的权利或责任。

5. 对投资者的限制

- 5.1 受限于第 5.2 条，投资者为其自身向本公司、独家保荐人及整体协调人议定、契诺并承诺，未经本公司、独家保荐人及整体协调人各自事先书面同意，投资者不会在上市日期起计六(6)个月期间（“**禁售期**”）内的任何时间，直接或间接地(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)订立与任何前述交易具有相同经济效果的任何交易。
- 5.2 第 5.1 条所载内容不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，惟在所有情况下：
- (a) 向本公司、整体协调人及独家保荐人提供有关转让的至少五(5)个营业日的事先书面通知，当中载列有关全资附属公司的身份（包括但不限于注册成立地点、公司注册编号及商业登记号码）、其与投资者的关系及有关附属公司的业务，以及令本公司、整体协调人及独家保荐人信纳的有关证据，以证明潜在受让人为本公司、整体协调人及独家保荐人可能要求的投资者的全资附属公司；
 - (b) 在进行该转让前，该全资附属公司须作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款致予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的义务及限制）约束，且投资者承诺促使该全资附属公司受该等义务及限制约束，犹如该全资附属公司本身受该等义务及限制约束；
 - (c) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；
 - (d) 投资者及该投资者的全资附属公司就其所持有的所有相关股份而言，须被视为投资者，并须共同及个别地承担本协议规定的所有责任及义务；
 - (e) 倘在禁售期届满前的任何时间，该全资附属公司已不再或即将不再为投资者的全资附属公司，则其须（且投资者须促使该附属公司）立即，且无论如何

在不再是投资者的全资附属公司之前，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另一家全资附属公司，该另一家全资附属公司须作出或由投资者促使其作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款致予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的限制）约束，并作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身受该等义务及限制约束，并须共同及个别地承担本协议规定的所有责任及义务；及

(f) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)依赖 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除经本公司、独家保荐人及整体协调人事先书面同意外，投资者及紧密联系人士于本公司全部已发行股本中的总持股量（直接及间接）应少于本公司全部已发行股本的 10%（或《上市规则》就不时界定“主要股东”所规定的其他百分比）。

5.4 投资者同意，投资者持有本公司股本乃基于自有投资基准，并应本公司、独家保荐人及／或整体协调人合理要求，向本公司、独家保荐人及整体协调人提供合理证据，证明投资者持有本公司股本乃基于自有投资基准。投资者不得，及须促使其控股股东、联系人及其各自实益拥有人均不得申请或通过簿记建档程序就全球发售下的 H 股（投资者股份除外）下单或申请香港公开发售下的 H 股。

5.5 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、代理人或代表不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立任何与《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定或香港监管机构刊发的其他书面指引）不一致或相悖的安排或协议，包括任何附函。投资者进一步确认及承诺，概无投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人及整体协调人承认、声明、承诺、保证、同意及确认：

(a) 本公司、独家保荐人和整体协调人各自及彼等各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他

营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

- (c) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将在必要时及／或根据相关法律要求，与本公司、联交所、香港证监会及该等其他监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；且所有该等信息在各所有重大方面均真实、完整及准确，且无误导性；
- (d) 投资者知晓及同意，本公司、整体协调人及独家保荐人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关其认购或购买 H 股或根据本协议参与配售的资料，前提是提交有关资料及所提供的资料乃因应相关法律、规则及法规及／或有关政府部门的要求；
- (e) 发售价将完全且仅根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及／或以作为国际发售的国际承销商的国际代表身份的彼等联属人士认购及／或收购；
- (g) 投资者将根据及受限于本公司组织章程细则或其他组织章程或宪章文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》第 18C 章、新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配 H 股，或联交所可能批准及不时适用于本公司的有关其他比例影响；
- (i) 本公司、独家保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保遵守上市规则第 8.08(3)及 18C.08 条；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士的账户或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士的账户或使该等人士受益，惟该司法管辖区的适用法律允许者除外；

- (l) 其明白及同意，仅可依据 S 规例及依据美国任何州及任何其他司法管辖区的任何适用证券法律在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，及代表投资者股份的任何股票须附有大意如此的备注；
- (m) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或彼等各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理人、顾问、联系人、合伙人及代表均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；
- (n) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范畴内不可撤回地放弃其因本协议及全球发售或与此有关（包括但不限于全球发售延迟或因任何缘由而未于预期日期及时间前完成或根本未进行，或发售价未位于公开文件所列指示区间内）而可能对任何独家保荐人、整体协调人、其他承销商及本公司、彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表提起任何申索或诉讼的任何权利；
- (p) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息，及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理人及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）除严格按需知情基准向其他获授权接收人披露外，不得向任何人士披露；及(iii)不得及将确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕交易条文）；
- (q) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论书面或口头）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）均不得构成于不允许发售、招揽

或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或任何要约招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供或供应的任何其他材料（不论书面或口头）可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与该修订有关的权利（如有）；
- (f) 本协议整体或单独不构成在美国或任何其他司法管辖区出售证券之要约，于有关区域作出此类要约将属非法；
- (s) 由于投资者或其任何联属人士或代其行事的任何人士并无参与或将参与有关投资者股份的任何直接销售活动（定义见 S 规例）或就投资者股份作出任何形式的一般招揽或一般广告（定义见证券法项下 D 规例）或以任何形式参与公开发售（定义见证券法第 4(2)条），故投资者未收购投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险属必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者及仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何有关信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何责任；

- (v) 独家保荐人、整体协调人、CMI、全球发售的其他承销商及其各自董事、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (x) 投资者已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司、独家保荐人、整体协调人或其他承销商所获取或开展（视情况而定）或代本公司、独家保荐人、整体协调人、CMI或其他承销商获取或开展的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、独家保荐人、整体协调人或其各自联系人、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (y) 其明白，投资者股份目前并无公开市场，及本公司、独家保荐人及整体协调人及其各自附属公司、联系人、合伙人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理人或代表及参与全球发售的其他各方并未就将存在投资者股份的公开市场作出担保；
- (z) 若全球发售因故推迟或终止或未完成，则本公司、独家保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级职员、雇员、合伙人、顾问、代理人或代表或参与全球发售的任何其他各方概不对投资者或其附属公司负有任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数； (ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；

- (bb) 除本协议，投资者（作为一方）与本公司、本公司的任何股东、整体协调人及独家保荐人（作为另一方）之间并未就全球发售订立其他协议；
- (cc) 投资者已同意将于上市日期上午八时正（香港时间）或根据第 4.5 条约定的该等其它日期前支付总投资金额及有关经纪佣金和征费；及
- (dd) 本公司及整体协调人有权全权酌情调整投资者股份数目的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，以及《上市规则》第 8.08(1)条的最低公众持股量规定、《上市规则》第 19A.13C 条的自由流通量规定或经联交所批准的其他规定。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟进行的交易及履行本协议下义务所需的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及将在本协议期间采取履行本协议下的义务、令本协议及本协议下拟进行的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"批准"）均已取得及具备十足效力及作用，且并未失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何有关批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、独家保荐人及整体协调人；
- (g) 投资者应本公司、整体协调人及／或独家保荐人及其各自的联属人士的要求，在切实可行及法律允许的范围内，应尽快向联交所及其他有关政府部门提供其可能要求的资料；
- (h) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议下拟进行交易将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟进行的交易须遵守的任何司

法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)分别对投资者具有约束力的任何协议或其他文书或(iv)分别对投资者具有管辖权的任何有关政府部门任何裁决、命令或判令；

- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、独家保荐人及／或整体协调人提供信息（包括但不限于：
(i)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于其各自的名称和注册成立地）；
(ii)本协议下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；
(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或
(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，通过订立本协议，其并不是有关本协议下拟进行交易的独家保荐人或整体协调人或 CMI 或承销商的客户；
- (l) 其为自身利益、以自有投资基准作为主事人，以投资为目的认购投资者股份，并非旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司、其关连人士及其各自联系人的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会构成关联交易或导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；(iii)具有财务能力履行本协议项下所有义务；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收任何该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；
- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人各自均非独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商的"关连客户"。词语"关连客户""牵头经纪商"及"分销商"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其联系人或上述任何人士的代名人；
- (t) 除先前已书面通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (u) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (v) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文，且不得采取任何可能导致本公司、整体协调人及/或独家保荐人违反相关规定的行为；

- (w) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士、独家保荐人或整体协调人或全球发售的任何一名承销商或 CMI 的任何（直接或间接）融资；
- (x) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (y) 除依据本协议外，投资者或其任何联系人及实益拥有人概未申请亦未通过簿记建档程序就全球发售项下的任何 H 股下达认购订单；
- (z) 除非本协议另有规定，投资者未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (aa) 除先前已向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人未曾亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及整体协调人声明及保证，附表二所载有关其及其所属公司集团的说明以及监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的任何一方被提供和／或要求提供的所有投资者相关信息在各方面真实、完整及准确，且并无误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、独家保荐人及／或整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、独家保荐人及／或整体协调人可能合理要求的其他事宜的进一步信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订（如有）后，投资者须被视为保证有关其及其所属公司集团的说明在各方面真实、准确及完整，且并无误导性或欺詐成分。

6.4 投资者明白，依据香港法律及美国证券法律及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、独家保荐人、整体协调人及全球发售的其他承销商及其各自附属公司、代理人、联属人士、顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺詐成分时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 各投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、独家保荐人、整体协调人及全球发售的其他承销商及 CMI（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其全资附属公司（该全资附属公司将持有任何相关股份）或其各自高级职员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方可能提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为成立及有效存续；
 - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；
 - (d) 本公司、其控股股东、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级职员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定）的任何协议或安排（包括任何附函）；及
 - (e) 除本协议规定的外，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事、高级职员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条或第 4.8 条予以终止；
- (b) 或倘若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各独家保荐人及整体协调人依其各自全权酌情决定单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他各方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

8.1 除本协议外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、独家保荐人、整体协调人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、香港证监会、中国证监会及／或本公司、独家保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司、独家保荐人及／或整体协调人或代表本公司、独家保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 各方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是披露方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及供展示）或任何具约束力的判决、命令或任何有关政府部门的规定披露本协议。

- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、独家保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。各投资者须与本公司、独家保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、独家保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址：中国上海自由贸易试验区锦绣东路 2777 弄 11 号
邮箱：fansq@seer-group.com
收件人：Project 118

若发送至投资者，则发送至：

地址：Yishao Capital Management (HK) Limited
邮箱：jwang@yishaocap.com
收件人：Julian Wang

若发送至 CICC，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼
邮箱：ib_118@cicc.com.cn
收件人：Project 118 Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收

到确认传输之时；若通过电邮发送，在并无收到未送达通知的前提下，则为邮件发出之时；若通过预付邮件发送（在无证据表明此前已收妥的情况下），则为邮递 48 小时之后（或六日后，若为通过空邮）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认并声明，本协议已经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权以履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议及本协议项下拟进行的交易而言，本公司、独家保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。独家保荐人或整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况均不得影响独家保荐人或任何其他整体协调人强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人应在适用法律允许的范围内有权单独或与独家保荐人或任何其他整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、独家保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。为免生疑问，对本协议的任何修改或变更均无需事先通知非缔约方或取得其同意。
- 10.6 本协议将仅以中文签立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。
- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。

- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与当时已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或救济：
- (a) 获弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第 10.11(a)分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任何一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等转授的通知）。尽管已作出任何此类转授，该独家保荐人或整体协调人，个别而并非共同或共同及个别地仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或救济的任何单一或部分行使不得妨碍其对该权利或救济的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或救济。本协议中规定的权利、权力和救济是累积性的，且不排除任何权利、权力及救济（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或

拥有任何权利。除内部重组或改组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 10.16 在不损害针对投资者就其他方蒙受的所有损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、独家保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其应订立、履行并促使订立、履行本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系应受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性义务争议，均应提交由香港国际仲裁中心（"HKIAC"）管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及任何形式的向任何司法当局提出上诉、复议或追索的所有权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或倘若在任何此类诉讼中，可将此类豁免（无论是否提出申请）归于其自身或其资产、财产或收入，则各投资者特此不可撤销地及无条件地放弃与任何此类诉讼相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 复本

- 13.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签署。各个复本均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送已签署的本协议复本的签署页为有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

上海仙工智能科技股份有限公司
(Shanghai Seer Intelligent Technology Co., Ltd.)



姓名：赵越

职务：执行董事

[基石投资协议签字页]

代表单位：

Yishao Capital Management (HK) Limited

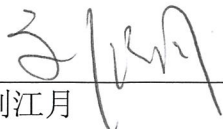
王旭先

姓名：Wang Ruxian

职位名称：Director

代表单位：

中国国际金融香港证券有限公司



姓名：刘江月
职位名称：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份的数目应等于(1)港元等值的 3,000,000 美元（根据招股章程所报的港元兑美元收盘汇率计算得出（不包括投资者就投资者股份应付的经纪佣金及征费）除以(2)发售价，向下取整至最接近的 50 股 H 股的完整买卖单位。

根据《上市规则》第 18C.09 条及新上市申请人指南第 4.14 章，倘若香港公开发售超额认购，根据本协议，投资者认购的投资者股份数目可能会受到国际发售与香港公开发售之间股份重新分配的影响。若香港公开发售对股份的总需求属于本公司最终招股章程中“全球发售的架构及条件－香港公开发售－重新分配”一节所述的情形，投资者股份数目可能会按比例扣减，以满足香港公开发售下的公众需求。本公司与整体协调人有唯一绝对酌情权调整投资者股份的分配数量，以符合以下规定：(i)上市规则第 8.08(3)条，当中规定于上市日期由公众持有的 H 股不得由前三大公众股东实益拥有 50%以上；(ii)上市规则第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的规定；(iii)上市规则第 19A.13C 条项下的最低自由流通量规定；(iv)上市规则第 18C.08 条，当中规定特专科技公司首次公开发售（不包括根据任何发售量调整权及超额配股权获行使而将予发行的任何股份）所提呈发售的股份总数中，至少 50%须由配售批次中的独立定价投资者承购（不论作为基石投资者或以其他身份）；及(v)上市规则附录 F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册地：	Hong Kong
注册证号码：	2720057
商业登记号码：	69615353
营业地址、电话及联系人：	1513-14 15F, Jardine House, 1 Connaught Palace, Hong Kong
主要经营活动：	Julian Wang:2555 1568 Investment advisory
最终控股股东：	Wang Ruxian
最终控股股东注册地：	Hong Kong individual
最终控股股东营业执照号码：	NA
最终控股股东主要经营活动：	NA
股东及所持权益：	100%
拟纳入招股章程的投资者的描述：	Yishao Capital Management (HK) Limited (“Yishao Capital”) is a company incorporated in Hong Kong on July 10, 2018. Yishao Capital is investing on a proprietary basis. It is ultimately controlled by Mr. Wang Ruxian (王汝先) and no other shareholder holds 30% or more of the equity interest in Yishao Capital. Yishao Capital is managed by senior investors with more than 18 years of experience in the U.S. and Hong Kong equity markets, focusing on leading companies in innovation-driven sectors such as advanced technology, biotechnology, semiconductor design and manufacturing, AI applications, and robotics automation. The investment team is among the earliest Chinese investment professionals to build deep positions in GPUs, semiconductor production, and global AI leaders — long before these companies became some of the world’s largest by market capitalization. Yishao Capital maintains a long-term conviction in the structural value of biotechnology, AI, semiconductor design and manufacturing, automation, and robotics, and holds sustained positions in industry-leading companies across these fields.

相关投资者类别（须计入联交所 FINI 承配人名单模板中或须于 FINI 界面披露有关地点）：

- 基石投资者
- 独立定价投资者

基石投资协议

2026 年 6 月 12 日

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

及

NOVA KERRY INC.

及

中国国际金融香港证券有限公司

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本协议（本“协议”）于 2026 年 6 月 12 日订立

订约方：

- (1) 上海仙工智能科技股份有限公司（**SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.**），一家于中国注册成立的股份有限公司，其注册办事处位于中国上海自由贸易试验区锦绣东路 2777 弄 11 号（“**本公司**”）；
- (2) **NOVA KERRY INC.**，一家于英属维尔京群岛注册成立的公司，其注册办事处位于 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands（“**投资者**”）；及
- (3) 中国国际金融香港证券有限公司，地址为香港中环港景街 1 号国际金融中心一期 29 楼（“**CICC**”）；

叙文：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）于联交所主板（定义见下文）上市，当中包括：
 - (i) 本公司作出的公开发售，以供香港公众认购 H 股（可予重新分配）（“**香港公开发售**”）；及
 - (ii) 本公司在美国境外根据 S 规例（定义见下文）在离岸交易中向投资者（包括向香港的专业和机构投资者配售）有条件地配售本公司发售的 H 股（可予重新分配且视乎超额配股权（定义见下文）行使与否而定）（“**国际发售**”）。
- (B) CICC 担任独家保荐人；CICC 及招银国际融资有限公司（“**CMBI**”）担任全球发售的整体协调人（合称为“**整体协调人**”，各自为“**整体协调人**”）。
- (C) 投资者希望在本协议所载条款和条件的规限下及依据本协议所载条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

1. 定义及释义

- 1.1 在本协议（包括其叙文及附表）中，除非上下文另有要求，下述各个词语、词组和表达具有下述涵义：

“**联属人士**”，除非文意另有所指，就特定个人或实体而言，指通过一个或多个中间机构直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制

中”、“受.....控制”及“与.....受共同控制”）指拥有直接或间接权力指示或安排他人指示某人士的管理及政策，不论是通过拥有有表决权证券、合约抑或其他方式；

“**总投资金额**”指发售价乘以投资者股份数目之金额；

“**批准**”具有第 6.2(f)条所给予的涵义；

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

“**经纪佣金**”指按《上市规则》费用规则第 7(1)段规定以总投资金额的 1.0%计算的经纪佣金；

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**CMI**”指本公司就全球发售委任的资本市场中介机构，具有《证监会持牌人或注册人操守准则》赋予该词的涵义；

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

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

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

“**关联关系**”具有中国证监会备案规则赋予该词的涵义，并须据此解释；

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

除非文意另有所指，“**控股股东**”具有《上市规则》所赋予的涵义，复数形式的“**控股股东**”须据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案报告**”指本公司于 2025 年 5 月 29 日和 2025 年 12 月 1 日根据《境内企业境外发行证券和上市管理试行办法》第十三条向中国证监会提呈有关全球发售的备案报告，包括其任何修订、补充及／或修改；

“**中国证监会备案规则**”指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及其支持性指导文件；

“**中国证监会备案**”指根据《境内企业境外发行证券和上市管理试行办法》及中国证监会其他适用规则及要求向中国证监会提交或将提交的与全球发售相关或有关的任何形式信件、文档、信函、通讯、文件、回复、承诺及呈递材料（包括其任何修订、补充及／或修改）（包括但不限于中国证监会备案报告）；

“**延迟交付日期**”指在香港公开发售和国际发售承销协议已订立及已成为无条件且未终止的前提下，整体协调人根据第 4.3 条通知投资者的较晚日期；

就任何相关股份而言，“**处置**”包括直接或间接：

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

“**费用规则**”指在联交所网站上“费用规则”一节不时登载的规管上市费或发行费以及已在或将在联交所上市的证券的交易所涉及的征费、交易费、经纪佣金及其他费用的规则；

“**FINI**”具有《上市规则》所赋予的涵义；

“**全球发售**”具有叙文(A)所给予的涵义；

“有关政府部门”指任何政府、政府间、监管或管理委员会、委员会、机关、部门、当局或机构，或任何证券交易所、自律组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家（包括但不限于联交所、香港证监会及中国证监会）；

“本集团”指本公司及其附属公司；

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

“港元”指香港的法定货币；

“香港”指中华人民共和国香港特别行政区；

“香港公开发售”具有叙文(A)所给予的涵义；

“H 股”指本公司股本中每股面值为人民币 1.00 元的普通股，将于联交所主板上市及买卖；

“获弥偿方”具有第 6.5 条所给予的涵义，及在文意所需之处，单数形式的**“获弥偿方”**指他们中的任何一个获弥偿方；

“国际发售”具有叙文(A)所给予的涵义；

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

“投资者相关信息”具有第 6.2(i)条所给予的涵义；

“投资者股份”指在国际发售中可供投资者根据本协议条款和条件认购的 H 股数目，其根据附表一的规定进行计算，并由本公司和整体协调人厘定；

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

“征费”指总投资金额 0.0027% 的香港证监会交易征费（或上市日期当日的交易征费），0.00565% 的联交所交易费（或上市日期当日的交易费）及 0.00015% 的会计及财务汇报局交易征费（或上市日期当日的交易征费）；

“上市日期”指 H 股首次于联交所主板上市的日期；

“《上市规则》”指《香港联合交易所有限公司证券上市规则》和联交所的上市决定、指引和其他要求（均经不时修订、补充或以其他方式修改）；

“禁售期”具有第 5.1 条所给予的涵义；

“发售价”指根据全球发售拟发售或销售的 H 股每股的最终港元价格（不包括经纪佣金和征费）；

“整体协调人”具有叙文(B)所给予的涵义；

“超额配股权”具有国际发售通函所给予的涵义；

“各方”指本协议指明的各方；及在文意所需之处，“一方”指他们中的任何一方；

“中国”指中华人民共和国，仅就本协议而言，不包括香港、中国澳门特别行政区和台湾；

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

“专业投资者”具有《证券及期货条例》附表 1 第 1 部分所给予的涵义；

“自有投资基准”指投资者为自己的账户和投资目的而进行的投资，但不作为任何第三方的代理人，无论这种投资是否为该投资者的任何股东或基金投资者的利益而进行；

“招股章程”指本公司就香港公开发售拟在香港发出的最终招股章程；

“公开文件”指本公司就香港公开发售拟在香港发出的国际发售的初步发售通函和国际发售通函、招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订、补充或以其他方式修改）；

“S 规例”指《证券法》下的 S 规例；

“监管机构”具有第 6.2(i)条所给予的涵义；

“相关股份”指可供投资者根据本协议认购的投资者股份，及根据任何供股、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股份产生的本公司的任何股份或其他证券或权益；

“人民币”指中国的法定货币人民币；

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

“香港证监会”指香港证券及期货事务监察委员会；

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

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的涵义；

“美国”指美利坚合众国、其领土、属地、美国各州及哥伦比亚特区；

“美元”指美国的法定货币；

“美国人士”具有 S 规例所给予的涵义；及

“承销商”指香港公开发售下的香港承销商及国际发售下的国际承销商。

1.2 在本协议中，除文意另有所指外：

- (a) 提述“条”、“款”或“附表”之处，均为提述本协议的某条、某款或某附表；
- (b) 索引、条款及附表标题仅为方便而设，并不影响本协议的诠释或解释；
- (c) 叙文及附表构成本协议的组成部分，并具有同等效力及作用，犹如在本协议正文中明确列出，凡提述本协议之处均包括叙文及附表；
- (d) 单数包括复数，反之亦然；意指一种性别的词语包括其他性别；
- (e) 提述本协议或另一文书之处，包括其任何修订或替代；
- (f) 提述成文法、法定条文、规例或规则之处包括提述：
 - (i) 该成文法、法定条文、规例或规则，以及根据任何成文法或法定条文不时予以合并、修订、补充、修改、重新制定或替代者；
 - (ii) 其重新制定的任何已废除成文法、法定条文、规例或规则（不论是否经修改）；及
 - (iii) 根据其制定的任何附属法例；
- (g) 提述“法规”之处包括任何政府、政府间或超国家机构、机构、部门或任何监管、自律或其他机构或组织的任何法规、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；
- (h) 提述一天中的时间及日期之处，除非另有指明，否则分别指香港时间及日期；

- (i) 提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法律人格）；
- (j) 提述“包括”之处须分别解释为包括但不限于；及
- (k) 提述任何司法管辖区（香港除外）有关任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括在该司法管辖区与相关香港法律术语最接近者。

2. 投资

2.1 在满足下述第 3 条所指条件（或由各方共同豁免，惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）以及本协议其他条款及条件的规限下：

- (a) 投资者将根据国际发售并在其项下按发售价认购，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投资者分配及／或交付（视情况而定）或促使分配及／或交付（视情况而定）投资者股份，作为国际发售的一部分，并通过整体协调人及／或其附属人士以他们作为国际发售相关部分的国际承销商的国际代表身份进行；及
- (b) 投资者将根据第 4.2 条就投资者股份支付总投资金额、经纪佣金及征费。

2.2 投资者可于不迟于上市日期前三个营业日向本公司、独家保荐人及整体协调人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司须为专业投资者，且(i)并非美国人士；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中认购投资者股份，惟须受限于：

- (a) 投资者须促使该全资附属公司于该日向本公司、独家保荐人及整体协调人提供书面确认，确认其同意受投资者在本协议项下作出的相同协议、声明、保证、承诺、承认及确认约束，且投资者在本协议项下作出的协议、声明、保证、承诺、承认及确认应视为投资者为其自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、独家保荐人及整体协调人保证该全资附属公司将妥当及准时履行及遵守其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认及契诺；及(ii)承诺根据第 6.5 条应要求对各获弥偿方作出完全且有效的弥偿并按要求使各获弥偿方获得弥偿。

投资者在本第 2.2 条项下的义务构成直接、主要及无条件的义务，须应要求向本公司、独家保荐人或整体协调人支付该全资附属公司在本协议项下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议项下的任何义务，而无须本公司、

独家保荐人或整体协调人首先对该全资附属公司或任何其他人士采取任何步骤。除文意另有所指外，“投资者”一词在本协议中应解释为包括该全资附属公司。

- 2.3 本公司及整体协调人可全权酌情决定所有或部分投资者股份的交付须根据第 4.3 条于延迟交付日期进行。
- 2.4 本公司及整体协调人（为其自身及代表全球发售承销商）将按彼等可能同意的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人根据附表一最终厘定，除有明显错误外，该厘定为最终定论并对投资者具有约束力。

3. 交割条件

- 3.1 投资者在本协议项下认购投资者股份的义务，以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及／或交付（视情况而定）或促使发行、配发、配售、分配及／或交付（视情况而定）投资者股份的义务，仅以下述各项条件于交割之时或之前均获满足或由各方共同豁免为前提（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免）：
- (a) 香港公开发售及国际发售的承销协议已不迟于该等承销协议指定的时间及日期订立并已生效及成为无条件（根据其各自原始条款或其后经该等承销协议各方同意予以豁免或变更），且前述任何承销协议均未被终止；
 - (b) 发售价已获公司及整体协调人（为其自身及代表全球发售承销商）议定；
 - (c) 联交所上市委员会已批准 H 股（包括投资者股份）上市及买卖，以及其他适用豁免及批准，且该等批准、许可或豁免在 H 股于联交所开始买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案并已就中国证监会备案于其网站发布备案结果，且相关接受通知及／或已发布之备案结果在 H 股开始在联交所买卖之前未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未颁布或公布任何禁止完成全球发售或本文书所预期交易的法律，且具司法管辖权的法院未发出阻止或禁止完成该等交易的有效命令或强制令；及
 - (f) 投资者各自在本协议项下的协议、声明、保证、承诺、承认及确认在所有方面均属真实、准确及完整且无误导成份，且投资者并无严重违反本协议。
- 3.2 倘第 3.1 条所载任何条件未于本协议日期后一百八十(180)日（或本公司、投资者、独家保荐人及整体协调人可能书面协定的其他日期）当日或之前获满足或由各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)、3.1(d)及 3.1(e)条所载条件不得予以豁免，且

第 3.1(f)条所载条件仅可由本公司、独家保荐人及整体协调人共同豁免），则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告终止，投资者根据本协议已支付予任何其他方的任何款项应由该方在商业上切实可行的情况下尽快不计利息退还予投资者，且无论如何不得迟于本协议终止日期后三十(30)日，本协议将告终止及失效，本公司、独家保荐人及／或整体协调人承担的所有义务及责任将告停止及终止；惟根据本第 3.2 条终止本协议不得损害任何一方于该终止时或之前就本文书条款对其他方已产生的权利或责任。为免存疑，本条款中的任何内容不得解释为赋予投资者权利，以在本条所述日期前的期间内纠正投资者在本协议项下所作的任何违反其各自声明、保证、承诺、承认及确认的行为。

- 3.3 投资者确认，无法保证全球发售将会完成或不会延迟或终止，或发售价将位于公开文件所列指示区间内，且倘全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，则本公司、独家保荐人或整体协调人对投资者概不产生任何责任。投资者特此放弃就全球发售因任何原因延迟或终止、未于预期日期及时间前进行或完成或根本未进行或完成，或倘发售价未位于公开文件所列指示区间内，而对本公司、独家保荐人及／或整体协调人或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、联系人、代理人、顾问及代表提起任何申索或诉讼的任何权利（如有）。

4. 交割

- 4.1 受限于第 3 条及本第 4 条，投资者将根据国际发售及作为其一部分，并通过整体协调人（及／或其各自联属人士）以他们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。因此，投资者股份将与国际发售交割同时，按本公司及整体协调人厘定的时间及方式认购。
- 4.2 无论投资者股份的交付时间和方式如何，投资者须于上市日期当日香港时间上午八时正或之前，以同日价值信贷方式，通过电汇将立即可用的结算资金港元，在无任何扣减或抵销的情况下，全额支付总投资金额以及相关经纪佣金及征费（至整体协调人通知予投资者的港元银行账户）至整体协调人不迟于上市日期前一(1)个完整营业日书面通知予投资者的港元银行账户，该通知须包括（其中包括）付款账户详情及投资者根据本协议应付的总金额。
- 4.3 倘整体协调人全权酌情决定应于较上市日期为晚的某一日期（“延迟交付日期”）交付所有或任何部分投资者股份，则整体协调人须书面通知投资者：(i)不迟于上市日期前两(2)个营业日，告知将延迟交付的投资者股份数目；及(ii)不迟于实际延迟交付日期前两(2)个营业日，告知延迟交付日期，惟延迟交付日期不得迟于可行使超额配股权的最后日期后三(3)个营业日。倘投资者股份将于延迟交付日期交付予投资者，投资者仍须按第 4.2 条所述支付投资者股份款项。

- 4.4 在根据第 4.2 条就投资者股份作出如期付款的前提下，向投资者交付投资者股份（视情况而定）应通过中央结算系统进行，方式为将投资者股份直接存入中央结算系统，记入投资者不迟于上市日期或根据第 4.3 条厘定的延迟交付日期前两(2)个营业日书面通知整体协调人的中央结算系统投资者户口持有人账户或中央结算系统股份账户。
- 4.5 在不影响第 4.3 条的情况下，投资者股份的交付及付款亦可按本公司、独家保荐人、整体协调人及投资者书面协定的任何其他方式进行，惟投资者股份的交付不得迟于可行使超额配股权的最后一日之后的五（5）个营业日。
- 4.6 倘未按本协议规定的时间及方式收到或结清总投资金额及相关经纪佣金与征费的付款（无论全部或部分），本公司、独家保荐人及整体协调人保留各自全权酌情终止本协议的权利，在此情况下，本公司、独家保荐人及整体协调人的所有义务及责任将告停止及终止（但不得损害本公司、独家保荐人及整体协调人可能因投资者未能遵守其在本协议项下的义务而对其提出的任何申索）。投资者在任何情况下均须就各获弥偿方可能因或就投资者未能根据第 6.5 条全额支付总投资金额以及经纪佣金和征费而遭受或招致的任何损失、成本、开支、申索、负债、法律诉讼及损害，向各获弥偿方全面负责，并就此（按税后基准）向各获弥偿方作出弥偿、使其免受损害及获得全面弥偿。
- 4.7 倘本公司、整体协调人及独家保荐人认为，《上市规则》第 8.08(3)条（其规定由公众人士持有的 H 股中，由本公司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%）及《上市规则》第 18C.08 条（其规定在全球发售中发售的 H 股总数（不包括根据行使超额配股权而发行的 H 股）中，必须至少有 50%由参与国际发售的独立定价投资者（不论以基石投资者身份与否）认购）的规定于上市日期可能未获遵守，则独家保荐人、整体协调人及本公司将有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保符合《上市规则》第 8.08(3)条及第 18C.08 条的规定。此外，为遵守《上市规则》附录 F1（股本证券配售指引），本公司及整体协调人可全权酌情调整投资者股份数目。
- 4.8 本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表均无须对未能或延迟履行其于本协议项下的义务承担任何责任（无论共同或个别），及倘本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）因本公司、整体协调人、独家保荐人及彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表（视情况而定）无法控制的情况而无法或延迟履行其于本协议项下的义务，则彼等各自有权终止本协议。该等无法控制的情况包括但不限于天灾、洪水、疾病、流行病或大流行病（包括但不限于禽流感、严重急性呼吸综合征、甲型 H1N1 流感、H5N1 型禽流感、中东呼吸综合征、埃博拉病毒及 COVID-19）的爆发或加剧、宣布国家、国际、地区紧急状态、灾害、灾祸、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、

政治不稳定或威胁、敌对行动升级或爆发、战争（无论是否宣战）、恐怖主义、火灾、暴动、叛乱、内乱、罢工、停工、政府运作中断、政治动乱、敌对行动爆发或升级、严重运输中断及其他自然灾害、其他工业行动、电力或其他供应全面中断、飞机相撞、意外或机械或电力故障、技术或计算机故障或任何资金传输系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、任何现有或未来政府活动或类似行为。在有关情况下，本公司、整体协调人及独家保荐人的所有义务及责任均应停止及终止；惟根据第 4.8 条终止本协议不得损害任何一方于终止时或之前就本协议条款对其他各方应有的权利或责任。

5. 对投资者的限制

- 5.1 受限于第 5.2 条，投资者为其自身向本公司、独家保荐人及整体协调人议定、契诺并承诺，未经本公司、独家保荐人及整体协调人各自事先书面同意，投资者不会在上市日期起计六(6)个月期间（“**禁售期**”）内的任何时间，直接或间接地(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益；(ii) 允许其最终实益拥有人层面发生控制权变更（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）；或(iii)订立与任何前述交易具有相同经济效果的任何交易。
- 5.2 第 5.1 条所载内容不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，惟在所有情况下：
- (a) 向本公司、整体协调人及独家保荐人提供有关转让的至少五(5)个营业日的事先书面通知，当中载列有关全资附属公司的身份（包括但不限于注册成立地点、公司注册编号及商业登记号码）、其与投资者的关系及有关附属公司的业务，以及令本公司、整体协调人及独家保荐人信纳的有关证据，以证明潜在受让人为本公司、整体协调人及独家保荐人可能要求的投资者的全资附属公司；
 - (b) 在进行该转让前，该全资附属公司须作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款致予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的义务及限制）约束，且投资者承诺促使该全资附属公司受该等义务及限制约束，犹如该全资附属公司本身受该等义务及限制约束；
 - (c) 该全资附属公司须被视为已作出第 6 条规定的相同承认、确认、承诺、声明及保证；
 - (d) 投资者及该投资者的全资附属公司就其所持有的所有相关股份而言，须被视为投资者，并须共同及个别地承担本协议规定的所有责任及义务；
 - (e) 倘在禁售期届满前的任何时间，该全资附属公司已不再或即将不再为投资者的全资附属公司，则其须（且投资者须促使该附属公司）立即，且无论如何

在不再是投资者的全资附属公司之前，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另一家全资附属公司，该另一家全资附属公司须作出或由投资者促使其作出书面承诺（按令本公司、独家保荐人及整体协调人满意的条款致予并以彼等为受益人），同意受投资者在本协议项下的义务（包括本第 5 条对投资者施加的限制）约束，并作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司本身受该等义务及限制约束，并须共同及个别地承担本协议规定的所有责任及义务；及

(f) 该全资附属公司(i)并非美国人士；(ii)位于美国境外；及(iii)依赖 S 规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除经本公司、独家保荐人及整体协调人事先书面同意外，投资者及紧密联系人士于本公司全部已发行股本中的总持股量（直接及间接）应少于本公司全部已发行股本的 10%（或《上市规则》就不时界定“主要股东”所规定的其他百分比）。

5.4 投资者同意，投资者持有本公司股本乃基于自有投资基准，并应本公司、独家保荐人及／或整体协调人合理要求，向本公司、独家保荐人及整体协调人提供合理证据，证明投资者持有本公司股本乃基于自有投资基准。投资者不得，及须促使其控股股东、联系人及其各自实益拥有人均不得申请或通过簿记建档程序就全球发售下的 H 股（投资者股份除外）下单或申请香港公开发售下的 H 股。

5.5 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、代理人或代表不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立任何与《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定或香港监管机构刊发的其他书面指引）不一致或相悖的安排或协议，包括任何附函。投资者进一步确认及承诺，概无投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表已经或将要订立该等安排或协议。

6. 承认、声明、承诺和保证

6.1 投资者向本公司、独家保荐人及整体协调人承认、声明、承诺、保证、同意及确认：

(a) 本公司、独家保荐人和整体协调人各自及彼等各自的联属人士、董事、监事、高级职员、雇员、代理人、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；

(b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他

营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；

- (c) 根据《上市规则》或 FINI 要求向联交所提交的与投资者相关的信息将在必要时及／或根据相关法律要求，与本公司、联交所、香港证监会及该等其他监管机构共享，并将包含在一份综合配售名单中，该名单将在 FINI 上向参与全球发售的整体协调人披露；且所有该等信息在各所有重大方面均真实、完整及准确，且无误导性；
- (d) 投资者知晓及同意，本公司、整体协调人及独家保荐人可向有关政府部门（包括但不限于联交所、香港证监会及中国证监会）提交有关其认购或购买 H 股或根据本协议参与配售的资料，前提是提交有关资料及所提供的资料乃因应相关法律、规则及法规及／或有关政府部门的要求；
- (e) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及／或以作为国际发售的国际承销商的国际代表身份的彼等联属人士认购及／或收购；
- (g) 投资者将根据及受限于本公司组织章程细则或其他组织章程或宪章文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、《上市规则》第 18C 章、新上市申请人指南第 4.14 章，在国际发售与香港公开发售之间的重新分配 H 股，或联交所可能批准及不时适用于本公司的有关其他比例影响；
- (i) 本公司、独家保荐人及整体协调人有权全权酌情调整投资者将认购的投资者股份数目的分配，以确保遵守上市规则第 8.08(3)及 18C.08 条；
- (j) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、独家保荐人及／或整体协调人就类似投资已与一名或多名其他投资者订立或可能及／或拟与该等投资者订立协议；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士的账户或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区或为任何其他司法管辖区的任何人士的账户或使该等人士受益，惟该司法管辖区的适用法律允许者除外；

- (l) 其明白及同意，仅可依据 S 规例及依据美国任何州及任何其他司法管辖区的任何适用证券法律在美国境外于“离岸交易”（定义见 S 规例）中转让投资者股份，及代表投资者股份的任何股票须附有大意如此的备注；
- (m) 其明白，本公司、独家保荐人、整体协调人或国际发售的任何国际承销商或彼等各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理人、顾问、联系人、合伙人及代表均未就《证券法》下用于后续再发售、重售、质押或转让投资者股份的任何可用豁免的可用性作出任何声明；
- (n) 除非第 5.2 条作出规定，否则若投资者的附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其始终符合及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范畴内不可撤回地放弃其因本协议及全球发售或与此有关（包括但不限于全球发售延迟或因任何缘由而未于预期日期及时间前完成或根本未进行，或发售价未位于公开文件所列指示区间内）而可能对任何独家保荐人、整体协调人、其他承销商及本公司、彼等各自联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表提起任何申索或诉讼的任何权利；
- (p) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及／或内幕信息，及其：*(i)*在有关信息因投资者或其任何联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理人及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；*(ii)*尽力确保其获授权接收人（按照本第 6.1(p)条向其披露有关信息的人士）除严格按需知情基准向其他获授权接收人披露外，不得向任何人士披露；及*(iii)*不得及将确保其获授权接收人（即按照本第 6.1(p)条向其披露有关信息的人士）不得因直接或间接购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具，而导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法律（包括任何内幕交易条文）；
- (q) 以保密基准提供予投资者及／或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及／或其代表的任何其他材料（不论书面或口头）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）均不得构成于不允许发售、招揽

或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或任何要约招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）所载任何内容不得构成不论何种合约或承诺的依据；

- (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 初步发售通函草案或招股章程草案或可能向投资者及／或其代表提供或供应的任何其他材料（不论书面或口头）可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与该修订有关的权利（如有）；
- (f) 本协议整体或单独不构成在美国或任何其他司法管辖区出售证券之要约，于有关区域作出此类要约将属非法；
- (s) 由于投资者或其任何联属人士或代其行事的任何人士并无参与或将参与有关投资者股份的任何直接销售活动（定义见 S 规例）或就投资者股份作出任何形式的一般招揽或一般广告（定义见证券法项下 D 规例）或以任何形式参与公开发售（定义见证券法第 4(2) 条），故投资者未收购投资者股份；
- (t) 其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、独家保荐人或整体协调人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险属必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资投资者股份的所有文件和信息；
- (u) 在作出投资决定时，投资者及仅已和将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、独家保荐人及／或整体协调人（包括其各自董事、监事、高级职员、雇员、顾问、代理人、代表、联系人、合伙人、附属公司及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何有关信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、独家保荐人、整体协调人及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、监事（如适用）、高级职员、雇员、顾问、代理人、代表、联系人、合伙人及联属人士负有任何责任；

- (v) 独家保荐人、整体协调人、CMI、全球发售的其他承销商及其各自董事、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、监事（如适用）、高级职员、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均不对投资者股份的事实情况、认购、购买或发售投资者股份，或本公司或其附属公司的业务、研发、经营、前景、财务状况或其他状况或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (w) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及有关其（直接或间接）出售其（直接或间接）为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (x) 投资者已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司、独家保荐人、整体协调人或其他承销商所获取或开展（视情况而定）或代本公司、独家保荐人、整体协调人、CMI或其他承销商获取或开展的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、独家保荐人、整体协调人或其各自联系人、联属人士、董事、监事（如适用）、高级职员、雇员、合伙人、顾问、代理人或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；
- (y) 其明白，投资者股份目前并无公开市场，及本公司、独家保荐人及整体协调人及其各自附属公司、联系人、合伙人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理人或代表及参与全球发售的其他各方并未就将存在投资者股份的公开市场作出担保；
- (z) 若全球发售因故推迟或终止或未完成，则本公司、独家保荐人、整体协调人或其各自任何联系人、联属人士、董事、监事、高级职员、雇员、合伙人、顾问、代理人或代表或参与全球发售的任何其他各方概不对投资者或其附属公司负有任何责任；
- (aa) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的 H 股股数； (ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；

- (bb) 除本协议外，投资者（作为一方）与本公司、本公司的任何股东、整体协调人及独家保荐人（作为另一方）之间并未就全球发售订立其他协议；
- (cc) 投资者已同意将于上市日期 上午八时正（香港时间）之前或根据第 4.5 条约定的该等其它日期前支付总投资金额及有关经纪佣金和征费；及
- (dd) 本公司及整体协调人有权全权酌情调整投资者股份数目的分配，以满足《上市规则》第 8.08(3)条的规定，即在上市日期公众持有的 H 股中，三名最大公众股东实益拥有的 H 股不得超过 50%，以及《上市规则》第 8.08(1)条的最低公众持股量规定、《上市规则》第 19A.13C 条的自由流通量规定或经联交所批准的其他规定。

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

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其拥有签订及交付本协议、订立及开展本协议拟进行的交易及履行本协议下义务所需的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (d) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (e) 其已采取及将在本协议期间采取履行本协议下的义务、令本协议及本协议下拟进行的交易生效及遵守所有有关法律所需的所有必要步骤；
- (f) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（"批准"）均已取得及具备十足效力及作用，且并未失效、被撤回、被撤销或被搁置，概无任何批准须受尚未满足或履行的任何先决条件的限制。投资者进一步同意并承诺，倘若出于任何原因任何有关批准不再具备十足效力及作用或失效、被撤回、被撤销或被搁置，其将及时以书面形式通知本公司、独家保荐人及整体协调人；
- (g) 投资者应本公司、整体协调人及／或独家保荐人及其各自的联属人士的要求，在切实可行及法律允许的范围内，应尽快向联交所及其他有关政府部门提供其可能要求的资料；
- (h) 投资者签立及交付本协议，及其履行本协议、认购投资者股份及完成本协议下拟进行交易将不会违反或导致投资者违反：(i)投资者组织章程大纲及细则或其他组织章程文件或(ii)投资者就本协议下拟进行的交易须遵守的任何司

法管辖区法律，或就投资者认购投资者股份可能以其他方式分别适用于投资者的法律或(iii)分别对投资者具有约束力的任何协议或其他文书或(iv)分别对投资者具有管辖权的任何有关政府部门任何裁决、命令或判令；

- (i) 其已经遵守及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律，包括按适用法律规定或联交所、香港证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（统称为“**监管机构**”）不时的要求在任何监管机构所规定的时限内向监管机构提供，或促使或促致直接或间接通过本公司、独家保荐人及／或整体协调人提供信息（包括但不限于：
(i)投资者及其最终实益拥有人及／或最终负责发出有关认购投资者股份指令的人士的身份信息（包括但不限于其各自的名称和注册成立地）；
(ii)本协议下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份的数量、总投资金额及本协议下的禁售限制）；
(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实益拥有人的身份信息和此类掉期安排或其他金融或投资产品的提供者）；及／或
(iv)投资者或其实益拥有人及联系人（一方面）与本公司及其任何股东（另一方面）之间的任何关联关系）（统称为“**投资者相关信息**”），并接受及同意该等信息的披露。投资者进一步授权本公司、独家保荐人、整体协调人各自及其各自联属人士、董事、监事、高级职员、雇员、顾问和代表根据《上市规则》或适用法律的要求或按任何相关监管机构的要求向有关监管机构和／或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，通过订立本协议，其并不是有关本协议下拟进行交易的独家保荐人或整体协调人或 CMI 或承销商的客户；
- (l) 其为自身利益、以自有投资基准作为主事人，以投资为目的认购投资者股份，并非旨在分销其在本协议下认购的任何投资者股份，及投资者无权提名任何人士担任本公司董事或高级职员；
- (m) 如果其于美国境外认购投资者股份，那么其是在 S 规例所指“离岸交易”中如此行事且其并非美国人士；
- (n) 投资者于获豁免遵守或无须遵守《证券法》下登记规定的交易中认购投资者股份；

- (o) 投资者及其实益拥有人及／或联系人：(i)为独立于本公司、其关连人士及其各自联系人的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士或其联系人，投资者认购投资者股份将不会构成关联交易或导致投资者或其实益拥有人成为本公司的关连人士，且将在紧随本协议完成后就本公司控制权而言独立于任何关连人士且不会与该等关连人士一致行动（定义见香港《公司收购及合并守则》）；(iii)具有财务能力履行本协议项下所有义务；(iv)并非受(a)本公司任何核心关连人士（定义见《上市规则》）或(b)本公司、本公司或任何其附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或其任何紧密联系人（定义见《上市规则》）的直接或间接融资、提供资金或支持，及并未习惯于接收且未曾接收任何该等人士关于本公司证券的收购、处置、表决或其他出售的任何指令；及(v)与本公司或其任何股东没有关联关系，除非以书面形式另外披露予本公司、独家保荐人和整体协调人；
- (p) 投资者将使用自有资金认购投资者股份，投资者并未为履行其于本协议下的支付义务获得及打算获得贷款或其他形式的融资；
- (q) 投资者、其实益拥有人及／或联系人各自均非独家保荐人、整体协调人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商的"关连客户"。词语"关连客户""牵头经纪商"及"分销商"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语"全权管理投资组合"具有《上市规则》附录 F1（《股本证券的配售指引》）所赋予的涵义；
- (s) 投资者、其实益拥有人及其联系人均非本公司的董事（包括前 12 个月内的董事）、监事或当前股东或其联系人或上述任何人士的代名人；
- (t) 除先前已书面通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 获配售者名单范本所载，或 FINI 界面或《上市规则》规定须就获配售者予以披露的任何获配售者类别（"基石投资者"除外）；或(b)《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配售结果公告中识别的任何获配售者组别；
- (u) 投资者并未且将不会与任何"分销商"（定义见 S 规例）就 H 股的分配订立任何合约安排，除非与其联属人士订立或已获得本公司的事先书面同意；
- (v) 认购投资者股份将遵守《上市规则》附录 F1（《股本证券的配售指引》）及新上市申请人指南第 4.15 章的条文，且不会采取任何可能导致本公司、整体协调人及/或独家保荐人违反相关规定的行为；

- (w) 投资者、其实益拥有人及／或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司或关连人士、独家保荐人或整体协调人或全球发售的任何一名承销商或 CMI 的任何（直接或间接）融资；
- (x) 投资者及其各联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与之无关联关系；
- (y) 除依据本协议外，投资者或其任何联系人及实益拥有人概未申请亦未通过簿记建档程序就全球发售项下的任何 H 股下达认购订单；
- (z) 除非本协议另有规定，投资者未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺；及
- (aa) 除先前已向本公司、独家保荐人及整体协调人书面披露外，投资者、其实益拥有人及／或联系人未曾亦不会参与任何涉及投资者股份的掉期安排或其他金融或投资产品。

6.3 投资者向本公司、独家保荐人及整体协调人声明及保证，附表二所载有关其及其所属公司集团的说明以及监管机构和／或本公司、独家保荐人及整体协调人及其各自联属人士的任何一方被提供和／或要求提供的所有投资者相关信息真实、完整及准确，且并无误导性。在不损害第 6.1(b) 条条文的的前提下，若在本公司、独家保荐人及整体协调人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及代表本公司、独家保荐人及／或整体协调人或其各自可能就全球发售发布的其他公告或展示文件中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺尽快提供有关其、其所有权（包括最终实益所有权）及／或本公司、独家保荐人及／或整体协调人可能合理要求的其他事宜的进一步信息及／或证明文件，以确保其各自遵守适用法律及／或公司或证券登记规定及／或主管监管机构（包括联交所、香港证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属公司集团的说明，及作出投资者可能合理要求的修订（如有）后，投资者须被视为保证有关其及其所属公司集团的说明在各重大方面真实、准确及完整，且并无误导性或欺詐成分。

6.4 投资者明白，依据香港法律及美国证券法律及其他规定须作出第 6.1 及 6.2 条所载保证、承诺、声明、确认及承认。投资者承认，本公司、独家保荐人、整体协调人及全球发售的其他承销商及其各自附属公司、代理人、联属人士、顾问及其他人士将依赖此处所载投资者的保证、承诺、声明、确认及承认的真实性、完整性及准确性，并同意在此处所载任何保证、承诺、声明、确认或承认在任何方面不再真实、准确及完整或变得具有误导性或欺詐成分时立即书面通知本公司、独家保荐人及整体协调人。

- 6.5 各投资者同意并承诺，在经要求后，投资者将以税后基准向本公司、独家保荐人、整体协调人及全球发售的其他承销商及 CMI（各自代表自身或以信托的形式代表其各自联属人士）、《证券法》所指控制其的任何人士以及其各自的高级职员、董事、监事（如适用）、雇员、职员、联系人、合伙人、顾问、代理人及代表（统称“获弥偿方”）就获弥偿方由于投资者或其全资附属公司（该全资附属公司将持有任何相关股份）或其各自高级职员、董事、监事、雇员、职员、联属人士、顾问、代理人、代表、联系人或合伙人在认购投资者股份、投资者股份或本协议方面以任何方式（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）所导致的针对获弥偿方可能提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，以及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支作出全额及有效弥偿，并保障其不受损害。
- 6.6 投资者于第 6.1、6.2、6.3、6.4 及 6.5 条（视情况而定）作出的每一项承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期（如适用）重申。
- 6.7 本公司声明、保证及承诺：
- (a) 其依据中国法律妥为成立及有效存续；
 - (b) 其拥有订立本协议及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
 - (c) 在第 5.1 条所载全额付款及禁售期的规限下，投资者股份将在按照第 4.4 条交付予投资者后全额缴足股款、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股享有同等地位；
 - (d) 本公司、其控股股东、本集团任何成员公司及其各自联属人士、董事、监事（如适用）、高级职员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级职员、雇员、代理人或代表订立不符合《上市规则》（包括新上市申请人指南第 4.15 章适用段落所载的规定）的任何协议或安排（包括任何附函）；及
 - (e) 除本协议规定的外，本公司或本集团任何成员公司或其各自任何联属人士、董事、监事、高级职员、雇员或代理人均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的 H 股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第 3.2 条或第 4.6 条或第 4.8 条予以终止；
- (b) 或倘若投资者（或在根据第 5.2 条转让投资者股份的情况下，投资者的全资附属公司）于国际发售交割或延迟交付日期（如适用）或在此之前严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各独家保荐人及整体协调人依其各自全权酌情决定单方予以终止（不管本协议中是否有任何相反规定）；或
- (c) 经所有各方书面同意予以终止。

7.2 倘若本协议根据第 7.1 条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第 8.1 条所载保密义务外），各方于本协议下的权利及责任（除下文第 11 条所载权利外）须终止，且任何一方均不得针对任何其他方提出任何申索，但这并不影响终止时或终止之前任何一方就本协议所载条款对其他各方所享有或负有的应计权利或责任。尽管有上述情况，第 6.5 条及投资者在此作出的弥偿应在本协议终止后继续有效。

8. 公告及保密

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

- (a) 联交所、香港证监会、中国证监会及／或本公司、独家保荐人及／或整体协调人受之监管的其他监管机构，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司将发行的公开文件及本公司、独家保荐人及／或整体协调人或代表本公司、独家保荐人及／或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告或展示文件中进行描述；
- (b) 各方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理人（仅按需要知道的原则），前提是披露方须(i)促使该方各人士知悉并遵守本协议所载的所有保密义务及(ii)依然对该等人士任何违反该等保密义务的行为承担责任；及
- (c) 任何一方亦可根据任何适用法律、对其具有管辖权的任何有关政府部门或机构（包括联交所、香港证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给

香港公司注册处以作登记及供展示)或任何具约束力的判决、命令或任何有关政府部门的规定披露本协议。

- 8.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露，但投资者已经提前咨询本公司、独家保荐人及整体协调人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。各投资者须与本公司、独家保荐人及整体协调人配合以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性且该公开文件并未遗漏与之有关的任何重大资料，并应立即向本公司、独家保荐人及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 8.4 投资者承诺立即提供与制备第 8.1 条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、独家保荐人及整体协调人可合理要求的有关其、其背景资料、其与本公司的关系、其拥有权（包括最终实益拥有权）及／或其他涉及本协议提述事项的进一步信息及／或辅助文件）以(i)更新在本协议日期之后的公开文件中有关投资者的描述并验证该等提述，及(ii)令本公司、独家保荐人及／或整体协调人能够遵守适用的公司或证券登记及／或包括联交所、香港证监会及中国证监会在内的主管监管机构的要求。

9. 通知

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

若发送至本公司，则发送至：

地址：中国上海自由贸易试验区锦绣东路 2777 弄 11 号

邮箱：fansq@seer-group.com

收件人：Project 118

若发送至投资者，则发送至：

地址：中国上海市静安区南京西路 1515 号嘉里中心 2 座 2103 室

邮箱：ray.sun@accfcapital.com

传真：N/A

收件人：孙睿博

若发送至 CICC，则发送至：

地址：香港中环港景街 1 号国际金融中心一期 29 楼

邮箱：ib_118@cicc.com.cn

收件人：Project 118 Deal Team

- 9.2 本协议下的任何通知须以专人递送、传真、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，则为收到确认传输之时；若通过电邮发送，在并无收到未送达通知的前提下，则为邮件发出之时；若通过预付邮件发送（在无证据表明此前已收妥的情况下），则为邮递 48 小时之后（或六日后，若为通过空邮）。在非营业日收到的任何通知须被视为于下个营业日收到。

10. 一般条款

- 10.1 各方确认并声明，本协议已经其正式授权、签立及交付，构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，该方不需要任何法团、股东或其他方面的同意、批准或授权以履行其于本协议项下的义务，且各方进一步确认其可以履行其于本协议下的义务。
- 10.2 除明显错误外，就本协议及本协议项下拟进行的交易而言，本公司、独家保荐人及整体协调人本着诚信原则作出的有关投资者股份数目、发售价及根据第 4.2 条需由投资者支付的款项的计算及决定为最终具备约束力的计算及决定。
- 10.3 本协议中规定的独家保荐人及整体协调人各自的义务是独立的（而不是共同的或连带的）。独家保荐人或整体协调人对独家保荐人或任何其他整体协调人未能履行其各自在本协议下的义务不承担任何责任，而且这种未能履行义务的情况均不得影响独家保荐人或任何其他整体协调人强制执行本协议条款的权利。尽管有上述规定，各独家保荐人及整体协调人应在适用法律允许的范围内有权单独或与独家保荐人或任何其他整体协调人共同强制执行其在本协议下的任何或所有权利。
- 10.4 投资者、本公司、独家保荐人及整体协调人在向第三方发送任何就本协议目的或与本协议相关方面而言需要或可能需要的通知或获取任何就本协议目的或与本协议相关方面而言需要或可能需要的第三方同意及／或批准时应相互配合。
- 10.5 除非经所有各方或其代表以书面形式作出且签署，否则本协议之任何更改或变动不得生效。为免生疑问，对本协议的任何修改或变更均无需事先通知非缔约方或取得其同意。
- 10.6 本协议将仅以中文签立。
- 10.7 除非相关方另行书面同意，各方须自行承担其就本协议招致的法律及专业费用、成本及开支，但就本协议任何拟定交易产生的印花税须由相关转让人／卖方及相关受让人／买方平摊。

- 10.8 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9 即使根据第 4 条交割，本协议所有条文除非经各方书面同意而被终止，否则在可予履行或遵守的范围内应继续具有完全的执行力和效力，惟与当时已经履行的事项有关的条文除外。
- 10.10 本协议构成各方之间就投资者投资本公司达成的全部协议及谅解。本协议取代此前与本协议主旨事项有关的所有承诺、保障、保证、陈述、通信、谅解及协议（无论其是书面的还是口头的）。
- 10.11 在本第 10.11 条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但这并不影响第三方除《合约（第三者权利）条例》外存在或可以享有的任何权利或救济：
- (a) 获弥偿方可如同本协议订约方一般强制执行及依赖第 6.5 条；且
 - (b) 未经第 10.11(a) 分条所提述之人士的同意，本协议可被终止或撤销，且任何条款可予修订、变更或豁免。
- 10.12 各整体协调人及独家保荐人有权及特此获授权按照其认为合适的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授给其任何一位或更多联属人士（无论是否通过正式手续，亦无须事先向本公司或投资者发出任何有关该等转授的通知）。尽管已作出任何此类转授，该独家保荐人或整体协调人，个别而并非共同或共同及个别地仍须对其根据本分条向之转授相关权利、职责、权力及／或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13 一方延迟或未能（全部或部分地）行使或强制执行本协议或法律规定的任何权利不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何此类权利或救济的任何单一或部分行使不得妨碍其对该权利或救济的任何其他或进一步的行使，亦不妨碍其行使任何其他权利或救济。本协议中规定的权利、权力和救济是累积性的，且不排除任何权利、权力及救济（无论依法享有的还是以其他方式享有的）。对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效，除非该豁免以书面形式作出且经被请求豁免的一方签署。
- 10.14 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.15 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，任何其他人士不得根据或凭借本协议获得或拥有任何权利。除内部重组或改组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16 在不损害针对投资者就其他方蒙受的所有损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或延迟交付日期（如适用）或之前存在重大违反其作出的保证之行为，则不管本协议任何其他条文是否存在相反规定，本公司、独家保荐人及整体协调人有权撤消本协议，本协议项下各方的所有责任即告终止。
- 10.17 各方均向其他方承诺，其应订立、履行并促使订立、履行本协议条文可能所需的进一步文件及行为。

11. 管辖法律和司法管辖权

- 11.1 本协议及各方之间的关系应受香港法例管辖并据其解释。
- 11.2 凡因本协议所引起的或与之相关的任何争议、纠纷、分歧或索赔，包括协议的存在、效力、解释、履行、违反或终止，或因本协议引起的或与之相关的任何非合同性义务争议，均应提交由香港国际仲裁中心 ("HKIAC") 管理的机构仲裁，并按照提交仲裁通知时有有效的《香港国际仲裁中心机构仲裁规则》最终解决。本仲裁条款适用的法律为香港法。仲裁地应为香港。仲裁员人数为三名。仲裁程序应按照英语来进行。仲裁庭的决定及裁决须为最终决定并对各方具有约束力，且可在具有司法管辖权的任何法院登录及强制执行，各方不可撤销地及无条件地放弃任何及任何形式的向任何司法当局提出上诉、复议或追索的所有权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令各方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁庭命令的损害赔偿裁决。

12. 豁免

- 12.1 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者（基于主权或皇室组织机构的地位或其他理由）已经或可为其本身或其资产、财产或收入申请豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或倘若在任何此类诉讼中，可将此类豁免（无论是否提出申请）归于其自身或其资产、财产或收入，则各投资者特此不可撤销地及无条件地放弃与任何此类诉讼相关的任何此类豁免并同意不以其为理由进行申辩或申索。

13. 法律程序文件代理

- 13.1 投资者不可撤销地委任 Suite 1301, Ruttonjee House, Ruttonjee Center, 11 Duddell Street, Central, Hong Kong 的 The Law Debenture Corporation (H.K.) Limited，为其及代表其 在香港接收送达的法律程序文件。在送达至法律程序文件代理后有关送达须被视为 已完成（不论法律程序文件是否被转寄至投资者且是否被投资者收到）。
- 13.2 如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者 不可撤销地同意委任本公司、独家保荐人及整体协调人认可的替代法律程序文件代 理，及在新法律程序文件代理接受委任的 30 天内向本公司、独家保荐人及整体协 调人发送其接受委任文件的副本。

14. 复本

- 14.1 本协议可签立任何数量的复本，由本协议各方在单独的复本上进行签署。各个复本 均属正本，但所有复本须合共构成同一份文书。通过电邮附件（PDF）或传真递送 已签署的本协议复本的签署页为有效的递送方式。

本协议已于文首所载日期由本协议各方正式授权签署人签立，以资证明。

为及代表：

上海仙工智能科技股份有限公司
(Shanghai Seer Intelligent Technology Co., Ltd.)

Handwritten signature of Zhao Yue in black ink, written over a horizontal line.

姓名：赵越

职务：执行董事

代表单位：

Nova Kerry Inc.

For and on behalf of
Nova Kerry Inc.

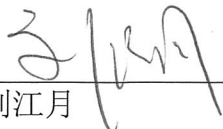
姓名：WANG Jun

职位名称：董事

.....
Authorised Signature(s)

代表单位：

中国国际金融香港证券有限公司



姓名：刘江月
职位名称：董事总经理

附表一

投资者股份

投资者股份数目

投资者股份的数目应等于(1)港元等值的 2,000,000 美元（根据招股章程所报的港元兑美元收盘汇率计算得出（不包括投资者就投资者股份应付的经纪佣金及征费）除以(2)发售价，向下取整至最接近的 50 股 H 股的完整买卖单位。

根据《上市规则》第 18C.09 条及新上市申请人指南第 4.14 章，倘若香港公开发售超额认购，根据本协议，投资者认购的投资者股份数目可能会受到国际发售与香港公开发售之间股份重新分配的影响。若香港公开发售对股份的总需求属于本公司最终招股章程中“全球发售的架构及条件－香港公开发售－重新分配”一节所述的情形，投资者股份数目可能会按比例扣减，以满足香港公开发售下的公众需求。本公司与整体协调人有唯一绝对酌情权调整投资者股份的分配数量，以符合以下规定：(i)上市规则第 8.08(3)条，当中规定于上市日期由公众持有的 H 股不得由前三大公众股东实益拥有 50%以上；(ii)上市规则第 19A.13A 条项下的最低公众持股量规定，或联交所另行批准的规定；(iii)上市规则第 19A.13C 条项下的最低自由流通量规定；(iv)上市规则第 18C.08 条，当中规定特专科技公司首次公开发售（不包括根据任何发售量调整权及超额配股权获行使而将予发行的任何股份）所提呈发售的股份总数中，至少 50%须由配售批次中的独立定价投资者承购（不论作为基石投资者或以其他身份）；及(v)上市规则附录 F1（股本证券的配售指引）。

附表二

投资者详情

投资者

注册地：	British Virgin Islands
	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
注册证号码：	2170124
商业登记号码：	N/A
营业地址、电话及联系人：	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands; SUN ruibo
主要经营活动：	Financial Investment 财务投资
最终控股股东：	WANG, Jun
最终控股股东注册地：	N/A
最终控股股东营业执照号码：	N/A
最终控股股东主要经营活动：	N/A
股东及所持权益：	Ultimately owned by WANG, Jun as to 90% and YANG, Pingbo as to 10% 90%的权益由 WANG, Jun 最终持有，10%的权益由 YANG, Pingbo 最终持有
拟纳入招股章程的投资者的描述：	Nova Kerry Inc. is investing on a proprietary basis. It is a wholly-owned subsidiary of Advantage China Consumer Fund (“ ACCF Capital ”). ACCF Capital is owned as to 90% by JW New Energy Limited, which is wholly owned by Dr. Wang Jun, an experienced private equity investor in Asia. ACCF Capital invests primarily in technology and consumer space.
相关投资者类别（须计入联交所 FINI 承配人名单模板中或须于 FINI 界面披露有关地点）：	基石投资者 非香港证监会授权基金 独立定价投资者

DATED JUNE 12, 2026

SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.
(上海仙工智能科技股份有限公司)

ZHAO YUE (趙越)

**SHANGHAI XIANYI ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (上海仙一企業管理合夥企業(有限合夥))**

**SHANGHAI XIAN SAN ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (上海仙三企業管理合夥企業(有限合夥))**

**SHANGHAI XIANWU ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (上海仙五企業管理合夥企業(有限合夥))**

**SHANGHAI XIANLIU ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (上海仙六企業管理合夥企業(有限合夥))**

**SHANGHAI XIANQI ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (上海仙七企業管理合夥企業(有限合夥))**

**SUZHOU XIANWU NO. 1 ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (蘇州市仙伍一企業管理合夥企業(有限合夥))**

**SUZHOU XIANWU NO. 2 ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED
PARTNERSHIP) (蘇州市仙伍二企業管理合夥企業(有限合夥))**

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

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT

**relating to a public offering in Hong Kong of initially
524,900 H Shares (subject to reallocation)
of par value of RMB1.00 each in the share capital of
Shanghai Seer Intelligent Technology Co., Ltd.
(上海仙工智能科技股份有限公司)
being part of a global offering of initially
10,497,300 H Shares (subject to the Offer Size
Adjustment Option and the Over-allotment Option)**

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THIS AGREEMENT is made on June 12, 2026

BETWEEN:

- (1) **SHANGHAI SEER INTELLIGENT TECHNOLOGY CO., LTD.** (上海仙工智能科技股份有限公司), a joint stock company incorporated in the PRC with limited liability having its registered address at No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC (the “**Company**”);
- (2) **ZHAO YUE (趙越)** of Room 701, 7/F, Unit 17, Huizhi-Yunjing, Pudong New Area, Shanghai, PRC (“**Mr. Zhao**”);
- (3) **SHANGHAI XIANYI ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (上海仙一企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on December 30, 2020 (“**Shanghai Xianyi**”);
- (4) **SHANGHAI XIANSAN ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (上海仙三企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on December 25, 2020 (“**Shanghai Xiansan**”);
- (5) **SHANGHAI XIANWU ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (上海仙五企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on October 8, 2021 (“**Shanghai Xianwu**”);
- (6) **SHANGHAI XIANLIU ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (上海仙六企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on February 8, 2021 (“**Shanghai Xianliu**”);
- (7) **SHANGHAI XIANQI ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (上海仙七企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on February 8, 2021 (“**Shanghai Xianqi**”);
- (8) **SUZHOU XIANWU NO. 1 ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (蘇州市仙伍一企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on July 7, 2025 (“**Suzhou Xianwu No. 1**”);
- (9) **SUZHOU XIANWU NO. 2 ENTERPRISE MANAGEMENT PARTNERSHIP (LIMITED PARTNERSHIP)** (蘇州市仙伍二企業管理合夥企業(有限合夥)), a limited partnership established in the PRC on July 11, 2025 (“**Suzhou Xianwu No. 2**”);
- (10) **CHINA INTERNATIONAL CAPITAL CORPORATION HONG KONG SECURITIES LIMITED** of 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (“**CICC**”); and
- (11) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**” and a “**Hong Kong Underwriter**” means any one of them).

RECITALS:

- (A) The Company was established as a limited liability company under the laws of the PRC on April 22, 2020 and was converted into a joint stock limited company under the laws of the PRC on March 24, 2025. The Company was registered as a non-Hong Kong

company in Hong Kong under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) on 15 May 2025.

- (B) As at the date of this Agreement, Mr. Zhao is directly interested in approximately 17.05% of the issued share capital of the Company, and is also interested in approximately 35.84% of the issued share capital of the Company through Shanghai Xianyi, Shanghai Xiansan, Shanghai Xianwu, Shanghai Xianliu and Shanghai Xianqi, of which he is the general partner. Suzhou Xianwu No. 1 Enterprise Management Partnership (Limited Partnership) (“**Suzhou Xianwu No. 1**”) and Suzhou Xianwu No. 2 Enterprise Management Partnership (Limited Partnership) (“**Suzhou Xianwu No. 2**”) are the limited partners of Shanghai Xianwu. Accordingly, Mr. Zhao, Shanghai Xianyi, Shanghai Xiansan, Shanghai Xianwu, Shanghai Xianliu and Shanghai Xianqi, Suzhou Xianwu No. 1 and Suzhou Xianwu No. 2 are able to collectively control the voting rights in approximately 52.89% of the issued share capital of the Company.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering; and will concurrently offer and sell H Shares to institutional and professional investors outside of the United States in offshore transactions in reliance on Regulation S under the U.S. Securities Act of 1933.
- (D) CICC has been appointed as the Sole Sponsor and the Sponsor-Overall Coordinator. CICC and CMB International Capital Limited of 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong (“**CMBI**”) have been appointed as the Overall Coordinators. CICC, CMBI and Soochow Securities International Brokerage Limited have been appointed as the Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers and the CMIs in connection with the Global Offering.
- (E) The Sole Sponsor has made an application on behalf of the Company to the Stock Exchange for the listing of, and permission to deal in the H Shares on the Main Board of the Stock Exchange.
- (F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.
- (H) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H share registrar for the H Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited and Bank of China (Hong Kong) Limited to act as the receiving banks (the “**Receiving Banks**”) for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited and Bank of China (Hong Kong) Nominees Limited as the nominees (the “**Nominees**”) to hold the application monies under the Hong Kong Public Offering.
- (J) In connection with the Global Offering, the Company has received a notification from the CSRC on the Company’s completion of such filing on May 15, 2026, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

- (K) The Company, the Controlling Shareholders, the Sole Sponsor and Sponsor-OC, 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) Assuming the Offer Size Adjustment Option is not exercised at all, the Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) at their sole and absolute discretion, to require the Company to allot and issue up to an additional of 1,574,550 H Shares, representing approximately 15% of the Offer Shares initially available under the Global Offering, subject to and on the terms and conditions of the International Underwriting Agreement. If the Offer Size Adjustment Option is exercised in full, the Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) at their sole and absolute discretion, to require the Company to allot and issue up to an additional of 1,810,750 H Shares, representing approximately 15% of the Offer Shares initially available under the Global Offering, subject to and on the terms and conditions of the International Underwriting Agreement
- (M) Pursuant to the written resolutions passed by the Board on June 5, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and the person authorized by the Board was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

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 June 18, 2026, being the date on which the Application Lists close in accordance with Clause 4.4;

“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 4.5;

“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 on the Main Board in the H Shares (including any additional Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option and/or the Offer Size Adjustment Option);

“Affiliates” means, in relation to any person, any other person which is the holding company of such person, or which is a subsidiary or branch, or any subsidiary or branch of the holding company of such person, or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person. For the purposes of the foregoing, **“control”** means the 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 of Hong Kong;

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

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

“**Application Proof**” means the application proof of the Prospectus posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on May 28, 2026;

“**Approvals and Filings**” means all approvals, sanctions, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations 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 conditionally adopted on May 12, 2025 which shall become effective as of the date on which the H Shares are listed on the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**Associate**” or “**Close Associate**” has the meaning given to it in the Listing Rules;

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

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

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

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

“**Capital Market Intermediaries**” or “**CMI(s)**” means the capital market intermediaries of the Global Offering as named in “Directors, Supervisors and Parties Involved in the Global Offering” in the Hong Kong Prospectus;

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

“**CMI Engagement Letters**” means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

“Code of Conduct” means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

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

“Company’s HK & US Counsel” means Cooley HK, being the Company’s legal advisers as to Hong Kong and US laws, of 35/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong;

“Company’s PRC Counsel” means AllBright Law Offices, being the Company’s legal advisers as to PRC laws, of 9, 11/F–12/F, Shanghai Tower, No. 501 Yincheng Middle Road, Pudong New Area, Shanghai, PRC;

“Compliance Adviser” means Gram Capital Limited;

“Compliance Adviser Agreement” means the agreement entered into between the Company and the Compliance Adviser on March 26, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

“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;

“Connected Person” has the meaning given to it in the Listing 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 Shareholders” has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual(s) and/ or entity/ entities as referred to in the Prospectus;

“Cornerstone Investment Agreements” means the cornerstone investment agreements entered into between, *inter alia*, the Company and the 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 (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or modified from time to time;

“CSRC Filing Reports” means the filing reports of the Company in relation to the Global Offering, submitted to the CSRC on May 29, 2025 and December 1, 2025, respectively, pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

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

“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 16.2;

“Encumbrance” means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

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

“FINI Agreement” means the FINI agreement dated June 3, 2026 and entered into between the Company and HKSCC;

“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;

“Group” means the Company and its Subsidiaries from time to time;

“Group Company” means a member of the Group;

“H Shares” means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, which are to be listed on the Stock Exchange and traded in Hong Kong dollars;

“H Share Registrar” means Computershare Hong Kong Investor Services Limited;

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

“HKSCC” means Hong Kong Securities Clearing Company Limited;

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Hong Kong Offer Shares” means the 524,900 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to reallocation as provided in Clauses 2.6, 4.11 and 4.12;

“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 this Agreement and the Prospectus;

“Hong Kong Public Offering Applications” means applications to subscribe for Hong Kong Offer Shares made online through the White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Prospectus, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

“Hong Kong Public Offering Documents” means the Prospectus and the Formal Notice;

“Hong Kong Underwriters” means the underwriters whose names and addresses are set out in Schedule 1;

“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 applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to reallocation as provided in Clauses 2.6, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 7.2;

“Indemnified Parties” means the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters, each of their respective Affiliates, delegates under Clause 3.8 and assignees under Clause 17.3, as well as respective partners, directors, officers, employees;

“Indemnifying Parties” means the Warrantors and **“Indemnifying Party”** means any one of them;

“Industry Consultant” means China Insights Industry Consultancy Limited, the independent industry consultant to the Company;

“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;

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

“International Offer Shares” means the 9,972,400 H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to the Offer Size Adjustment Option and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional Shares to be issued pursuant to the exercise of the Over-allotment Option and the Offer Size Adjustment Option;

“International Offering” means the conditional placing of the International Offer Shares by the International Underwriters at the Offer Price outside the United States in offshore transactions in reliance on Regulation S or any other available exemption from registration under the U.S. Securities Act in each case on and subject to the terms and conditions described “Structure of the Global Offering”;

“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 the Offer Size Adjustment Option and reallocation in accordance with the International Underwriting Agreement and subject to the Over-allotment Option;

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Controlling Shareholders, the Sole Sponsor and Sponsor-OC, and the International Underwriters on or around June 22, 2026;

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

“Joint Bookrunners” means CICC, CMBI, Soochow Securities International Brokerage Limited, BOCI Asia Limited, Futu Securities International (Hong Kong)

Limited, Tiger Brokers (HK) Global Limited, Zheshang International Financial Holdings Co., Limited and ABCI Capital Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means CICC, CMBI and Soochow Securities International Brokerage Limited, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means CICC, CMBI, Soochow Securities International Brokerage Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited, Zheshang International Financial Holdings Co., Limited and ABCI Securities Company Limited, being the joint lead managers to the Global Offering;

“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, federal, provincial, regional, state, 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, the PRC, and the United States) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

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

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on June 24, 2026;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, the Guide for New Listing Applicants (as amended from time to time), guidelines and other requirements of the Stock Exchange;

“Losses” has the meaning ascribed to it in Clause 9.1;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, business, management, performance, prospects, shareholders’ equity, position or condition (financial or trading) of the Group, taken as a whole;

“Money Settlement Failure” means a notification by HKSCC to any of the Sole Sponsor or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for Hong Kong Offer Shares – Circumstances in Which You Will Not Be Allocated Hong Kong

Offer Shares – 5. If there is money settlement failure for allotted H Shares” in the Prospectus;

“**Nominees**” means CMB Wing Lung (Nominees) Limited and Bank of China (Hong Kong) Nominees Limited, in whose name the application moneys are to be held by the Receiving Banks under the Receiving Bank Agreement;

“**OC Engagement Letters**” means the Sponsor and Sponsor-OC Mandates and the engagement letter dated March 26, 2025 in respect of the Global Offering entered into between CICC as an Overall Coordinator and the Company; and the engagement letter dated June 10, 2025 in respect of the Global Offering entered into between CMBI as an Overall Coordinator and the Company;

“**Offer Price**” means the fixed offer price of HK\$101.60 per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, 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;

“**Offering Circular**” means the final offering circular to be issued by the Company in connection with the International Offering;

“**Offering Documents**” means the Prospectus, the Disclosure Package, the Offering Circular and any other document issued, given or used in connection with the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including, without limitation, any roadshow materials relating to the Offer Shares and, in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Overall Coordinators or any of the Underwriters;

“**Offer Size Adjustment Option**” means the option granted by the Company to the International Underwriters, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) pursuant to the International Underwriting Agreement, pursuant to which our Company may be required to allot and issue up to an aggregate of 1,574,550 additional H Shares, representing not more than 15.00% of the Offer Shares initially available under the Global Offering, at the Offer Price to, among other things, cover any excess market demand in the International Offering (without being subject to any reallocation mechanism), if any;

“**Operative Documents**” means the Receiving Bank Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements and the FINI Agreement, or any relevant one or more of them as the context requires;

“**Overall Coordinators**” means CICC and CMBI, being the overall coordinators to the Global Offering;

“**Over-allotment Option**” means the option to be granted by the Company to the International Underwriters and 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 the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

“Over-allotment Option Shares” means up to 1,574,550 additional H Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option (assuming the Offer Size Adjustment Option is not exercised at all) or up to 1,810,750 additional H Shares (representing in aggregate approximately 15.0% of the Offer Shares being offered under the Global Offering assuming the Offer Size Adjustment Option is exercised in full);

“Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“PHIP” means the post hearing information pack of the Company posted on the Stock Exchange’s website at <http://www.hkexnews.hk> on June 7, 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;

“Preliminary Offering Circular” means the preliminary offering circular dated June 14, 2026 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus 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” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

“Prospectus” means the prospectus 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 June 15, 2026;

“Receiving Banks” means CMB Wing Lung Bank Limited and Bank of China (Hong Kong) 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 June 11, 2026 entered into between the Company, the Receiving Banks, the Nominees, the Sole Sponsor, the Overall Coordinators and the H Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated June 1, 2026 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

“Relevant Jurisdictions” has the meaning ascribed to it in Clause 11.1;

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

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

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

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

“Securities and Futures Ordinance” or **“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;

“SFC Transaction Levy” means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

“Shares” means the ordinary shares in the issued share capital of the Company with a nominal value of RMB1.00 each;

“Sole Sponsor” means CICC, being the sole sponsor to the Global Offering;

“Sponsor-OC” means CICC, being the sponsor-overall coordinator to the Global Offering;

“Sponsor and Sponsor-OC Mandate” means the engagement letter in respect of the Global Offering entered into between CICC as the Sole Sponsor and Sponsor-OC, and the Company;

“Stabilizing Manager” has the meaning ascribed to it in Clause 6.1;

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

“Subsidiaries” means the companies named in the Prospectus as subsidiaries of the Company, and **“Subsidiary”** means any one of them;

“Supplemental Offering Materials” 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 other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

“Taxation” or **“Taxes”** means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Time of Sale” has the same meaning as in the International Underwriting Agreement;

“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;

“Under-Subscription” has the meaning ascribed to it in Clause 4.6;

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

“Underwriters’ HK & US Counsel” means DLA Piper Hong Kong, being the Underwriters’ legal advisers as to Hong Kong and US laws, of 25/F, Three Exchange Square, 8 Connaught Place, Central, Hong Kong;

“Underwriters’ PRC Counsel” means Fangda Partners, being the Underwriters’ legal advisers as to PRC laws, of 24/F, HKRI Centre Two, HKRI Taikoo Hui, 288 Shi Men Yi Road, Shanghai, PRC;

“Underwriting Commission” has the meaning ascribed to it in Clause 7.1;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.6;

“U.S.” and **“United States”** means the United States of America;

“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 Sole Sponsor and the Overall Coordinators;

“Warranties” means the representations, warranties and undertakings given by the Warrantors as set out in Schedule 2;

“Warrantors” means the Company and the Controlling Shareholders;

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

“White Form eIPO Service Provider” means Computershare Hong Kong Investor Services Limited, the White Form eIPO service provider designated by the Company.

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 statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information,

belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

- 1.3.3 a “**company**” shall include any company, corporation or other body corporate, whenever and however incorporated or established;
 - 1.3.4 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);
 - 1.3.5 a “**subsidiary**” or a “**holding company**” are to the same as defined in section 15 and 13 of the Companies Ordinance;
 - 1.3.6 “**Clauses**”, “**Paragraphs**”, “**Recitals**” and “**Schedules**” are to clauses and paragraphs of and recitals and schedules to this Agreement;
 - 1.3.7 “**parties**” are to the parties to this Agreement;
 - 1.3.8 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;
 - 1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;
 - 1.3.10 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 Shares by the Company;
 - 1.3.11 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, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
 - 1.3.12 a “**certified true copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
 - 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
 - 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
 - 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Sole Sponsor or the Overall Coordinators shall only be exercised when the Sole Sponsor or the Overall Coordinators (as the case may be) unanimously elect to do so, 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 (to the extent permissible under applicable Laws):

- 2.1.1 the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance reasonably satisfactory to the Sole Sponsor and the Overall Coordinators, not later than 9:00 p.m. on the Business Day immediately before the Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor 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 authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date 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 authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 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 or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);

- 2.1.5 the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the June 22, 2026 and such agreement(s) 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 not misleading on and as of the date of this Agreement and the dates and times on which they are deemed to be repeated under Clause 8.2 (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting); and
 - 2.1.8 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its/his part under this Agreement (or otherwise waived in accordance with the terms stated 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 all of the Approvals and Filings in connection with the application for listing of the Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** Each of the Warrantors jointly and severally undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Sole Sponsor and 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 Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Sole Sponsor 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 Sole Sponsor and the Overall Coordinators may determine (in which case the Sole Sponsor 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 July 15, 2026, being the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or

- 2.3.2 in respect of the Condition set out in Clauses 2.1.1, 2.1.7 and 2.1.8, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition(s) and any such waiver or modification shall be notified by the Sole Sponsor and the Overall Coordinators to the other parties to this Agreement as soon as practicable after any such waiver or modification is made.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, 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 Sole Sponsor's, the Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMI's, the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Prospectus subsequent to the issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their rights to terminate this Agreement pursuant to the terms hereof.
- 2.6 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering reduce the number of Offer Shares initially offered in the Global Offering and/or the Offer Price below that stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, promptly following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, (i) cause a notice of the reduction in the number of Offer Shares initially offered in the Global Offering and/or the offer price to be published on the websites of the Company at www.seer-robotics.ai and the Stock Exchange at www.hkexnews.hk. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary) and (iii) comply with all Laws applicable to that reduction. The Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental prospectus or a new prospectus. Neither the Sole Sponsor nor the Overall Coordinators shall be liable for any expenses, losses or claims as a result of any reduction of the number of Offer Shares and/or the Offer Price.

3 APPOINTMENTS

- 3.1 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC as the Sole Sponsor of the Company in relation to its application for Admission, and each of the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the

appointment of the Sole Sponsor hereunder is in addition to its engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.

- 3.2 **Sponsor-OC and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC as the sponsor-overall coordinators, and CICC and CMBI as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OC and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of CICC as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-OC and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates and OC Engagement Letters, which shall continue to be in full force and effect.
- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CMBI and Soochow Securities International Brokerage Limited as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CMBI, Soochow Securities International Brokerage Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited, Zheshang International Financial Holdings Co., Limited and ABCI Capital Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CMBI, Soochow Securities International Brokerage Limited, BOCI Asia Limited, Futu Securities International (Hong Kong) Limited, Tiger Brokers (HK) Global Limited, Zheshang International Financial Holdings Co., Limited and ABCI Securities Company Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of CICC, CMBI, BOCI, ZIFH and SSIB as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms

and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment.

- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized 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 Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 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 3.8, notwithstanding any such delegation.
- 3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the 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 Prospectus and this Agreement.
- 3.10 **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 arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The entitlement of the Hong Kong Underwriters to enter into sub-underwriting agreements in respect of any part of their respective commitments under the Hong Kong Public Offering shall not affect any of the obligations of the Hong Kong Underwriters under this Agreement, which shall remain in full force and effect at all times. For avoidance of doubt, each of the Warrantors owes no duty or obligations to any of the sub-underwriters so appointed, and none of the Warranties under this Agreement are for the benefit of such sub-underwriters. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.
- 3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other

Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any of the matters referred in Clauses 9.2.1 to 9.2.3, and

3.11.2 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

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

3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Sole Sponsor, in its role as such, is acting solely as a sponsor in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OC, in its role as such, is acting solely as a sponsor-overall coordinator of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its/his understanding and agreement to that effect. The Warrantors, on the one hand, and the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners,

the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantors, and none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Warrantors, their respective directors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor and the Overall Coordinators, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as Sole Sponsor and/or Overall Coordinators in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its/his own advisers concerning such matters and shall be responsible for making its/his own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by

the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers 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 Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, 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 stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. To the extent permitted by Laws, the obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

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

- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

- 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 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, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Prospectus and this Agreement. Subject to the registration of the Prospectus by the Company, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at www.hkexnews.hk and the official website of the Company at www.seer-robotics.ai on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at www.seer-robotics.ai and the official website of the Stock Exchange at www.hkexnews.hk.
- 4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

- 4.3 **H Share Registrar and White Form eIPO Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters to use its best endeavours to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "extreme conditions" caused by a super typhoon as announced by the Government of the Hong Kong and/or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Prospectus, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall use its best endeavours to procure the Receiving Banks and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, *inter alia*:

- 4.5.1 in the event 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
- 4.5.2 in the event 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
- 4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an "**Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves

as principals apply to purchase, at the Offer Price, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the “**Unsubscribed Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Prospectus (other than as to the deadline for making the application), provided that

- 4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, 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 2.6, 4.10 and 4.12, 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 Hong Kong Underwriter’s Applications of such Hong Kong Underwriter;
 - AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.10 and 4.12, as applicable; and
 - AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of all the Hong Kong Underwriters; and
- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding

the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong 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.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.
- 4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:
- 4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and
- 4.9.2 pay, or procure to be paid, to the Nominees the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 5:30 p.m. on June 23, 2026 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its best endeavours to procure the H Share Registrar to duly issue and deliver valid H Share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

4.10 **Power of the 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 and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (an “**Over-Subscription**”), then:

4.11.1 subject to any required reallocation as set forth below in Clauses 4.11.2 or 4.11.3 and the relevant requirements under Chapter 4.14 of the Guide, the Sponsor-OC, in its sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications. In the event of such reallocation, the number of H Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sponsor-OC may in its sole and absolute discretion determine and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares reallocated to the Hong Kong Public Offering;

4.11.2 subject to compliance with applicable Listing Rules, if the International Offer Shares under the International Offering are fully subscribed and the Over-Subscription represents a subscription of (i) 10 times or more but less than 50 times, or (ii) 50 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 1,049,750 and 2,099,500 Shares, respectively, representing approximately 10% (in the case of (i)) or approximately 20% (in the case of (ii)), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Offer Size Adjustment Option and the Over-Allotment Option).

4.11.3 if (i) the International Offer Shares under the International Offering are fully subscribed and the Over-Subscription represents a subscription of less than 10

times of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Offer Size Adjustment Option and the Over-Allotment Option); or (ii) the International Offer Shares under the International Offering are not fully subscribed but the Over-Subscription occurs, the Sponsor-OC may, at its sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 1,049,800 Shares, representing approximately 10% of the number of Offer Shares initially available under the Global Offering (before any 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 7.1 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.

4.12 Reallocation from the Hong Kong Public Offering to the International Offering:

4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 Hong Kong Underwriters' obligations cease: All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed

or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things reasonably required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by the end of June 23, 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 waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Prospectus and this Agreement to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 5.1.2 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 H Share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Prospectus and this Agreement.

- 5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominees will be paid in Hong Kong dollars to the Company at or around 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 H Share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such

account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the relevant Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the amounts payable by the Company pursuant to Clauses 5.3, 5.4, 7.1, 7.2, 7.3, 7.4.2, 7.4.6; and
- 5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy).

- 5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.

- 5.5 **Refund:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar's Agreement, the Nominees will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful 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 the terms of the Hong Kong Public Offering specified in the Prospectus.
- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominees pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominees or any other application of funds.

6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, China International Capital Corporation Hong Kong Securities Limited (the "**Stabilizing Manager**") as its stabilizing 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 stabilizing 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. The Company hereby acknowledges and agrees that the Stabilizing 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 Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

6.2 Stabilizing losses and profits:

- 6.2.1 All profits or gains, and all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators and/or the International Underwriters upon and subject to the terms and conditions of the agreement among International Underwriters.

6.2.2 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 or any person acting for it as stabilizing manager.

6.3 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he will not, and will cause its/his Affiliates or any of its/his or its/his Affiliates' respective directors, officers, employees, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization 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

6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or

6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

For the avoidance of doubt, the granting and exercising of the Over-Allotment Option pursuant to the International Underwriting Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

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 2.5% 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) (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be

in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange.

- 7.2 **Incentive fee:** The Company may, at its sole and absolute discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the “**Incentive Fee**”) of up to 1.0% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively). The actual absolute amount of the Incentive Fee (if any) and the split of the Incentive Fee (if any), in absolute amount, among all Underwriters, shall be determined and communicated to each CMI at or around June 22, 2026 and to be set out in the International Underwriting Agreement (but in any event before the submission to the Stock Exchange the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Stock Exchange’s website) on FINI 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 pay to the Sole Sponsor the sponsor fee and 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 Sole Sponsor pursuant to and in accordance with the terms of the Sponsors and Sponsor-OC Mandates.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:
- 7.4.1 fees, disbursements and expenses of the Reporting Accountants;
 - 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the Shares, any service provider appointed by the Company in connection with White Form eIPO Service;
 - 7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;
 - 7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;
 - 7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
 - 7.4.6 fees, disbursements and expenses of the Receiving Banks and the Nominee;
 - 7.4.7 fees, disbursements and expenses of the financial printer engaged by the Company in connection with the Global Offering;
 - 7.4.8 fees and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMIs and the Underwriters, subject to the Company’s prior approval, relating to the Global Offering;
 - 7.4.9 fees and expenses related to the application for listing of and permission to deal in the Shares on the Main Board of the Stock Exchange, the filing or

registration of any documents (including, without limitation, the Prospectus, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;

- 7.4.10 all costs and expenses for roadshow (including pre-deal or non-deal roadshow), pre-marketing or investor education activities, and presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors, including without limitation, expenses associated with the production of the slides and graphics for the Investor Presentation Materials, and all fees, disbursements and expenses of any consultants engaged in connection with the Investor Presentation Materials, documentary, travel, lodging and other fees and expenses incurred by the Company and the Sponsor-OC, subject to any cap as specified in the Sponsor-OC Engagement Letter;
- 7.4.11 all printing, document production, courier and advertising costs in relation to the Global Offering;
- 7.4.12 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.13 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of H Share certificates, letters of regret and refund cheques;
- 7.4.14 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;
- 7.4.15 all other reasonable costs and expenses related to the preparation and launching of the Global Offering subject to any cap as specified in the engagement letters entered into with the relevant parties;
- 7.4.16 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.17 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.18 all CCASS transaction fees payable in connection with the Global Offering; and
- 7.4.19 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering,

shall be borne by the Company but subject to the terms and conditions under the respective engagement letters entered into between the Company and the relevant

parties (including but not limited to the Sole Sponsor and the Overall Coordinators), and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall, and the Controlling Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

- 7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the relevant party and payable by the Company pursuant to the terms of the respective engagement letters, or in the absence of such engagement letters, within 15 Business Days of the first written request with the presentation of invoices and a breakdown of costs incurred by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the relevant party which incurred the costs, fees, charges, Taxation and expenses, 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 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request with the presentation of invoices and a breakdown of costs by the relevant party.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 2 hereto, and each of the Controlling Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 2 hereto, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.

8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

- 8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;
- 8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 8.2.5 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, 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 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.6 the Announcement Date;
- 8.2.7 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.8 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange;
- 8.2.9 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;
- 8.2.10 the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed; and
- 8.2.11 the date on which the stabilization period expires,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, 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 or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Sole Sponsor and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its/his knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect.

- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, 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, incorrect or misleading in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Sole Sponsor and the Overall Coordinators, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Sole Sponsor and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Overall Coordinators may reasonably require and supplying the Sole Sponsor and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Sole Sponsor, the Overall Coordinators or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Sole Sponsor's, the Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' rights to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

Each of the Warrantors agrees not to issue, publish, distribute or make publicly available any such announcement, circular, supplement, amendment or document or do

any such act or thing referred to herein in Clause 8.5 without the prior written consent (such consent not to be unreasonably withheld or delayed) of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall first consult the Sole Sponsor and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 2 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry. Notwithstanding that any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers 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 Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his personal representatives or its/his successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, 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 Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.
- 8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject

to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

- 9.1 **No claims against Indemnified Parties:** No action, writ, or proceeding (including any investigation or inquiry by or before any Authority) or 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 (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses (“**Losses**”) or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Prospectus, the performance by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the other Indemnified Parties of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Prospectus; or (iii) 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 Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis) on demand each such Indemnified Party against (i) all Proceedings whether made, brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including all payments, costs and expenses arising out of or in connection with the investigation, response to, defense 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) which, jointly or severally, any Indemnified Party may suffer or incur or which may be made or threatened to be brought against any Indemnified Party and which, directly or indirectly, arise out of or are in connection with:
- 9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, PHIP, the CSRC Filings, notices, announcements, or other documents issued by or on behalf of the Company relating to or connected with the Group and the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue 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 material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

- 9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate 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
- 9.2.4 the execution, delivery and performance by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or
- 9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or
- 9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or
- 9.2.9 any act or omission or alleged act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the 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 and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Company, any of the Controlling Shareholders, any of the Directors, or any 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

- 9.2.12 any breach or alleged breach by any Group Company, any Director or any of the Warrantors of the applicable Laws in any respect; or
- 9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company, any of the Directors or any of the Controlling Shareholders, or settlement of any such Proceeding; or
- 9.2.14 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.15 any other matter arising in connection with the Global Offering.

Provided that the indemnity provided in this Clause 9.2 shall not apply in connection with the matters referred to in Clause 9.2.4 to the extent where such Losses suffered, incurred or made by, such Indemnified Party is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as case may be) to have been caused out of the gross negligence, wilful default or fraud on the part of such Indemnified Person. 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 Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Overall Coordinators (for themselves and 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 reasonable fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.
- 9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent

judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the 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 Indemnifying Parties, and agree 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 Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.

- 9.6 **Arrangements with advisers:** If any Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
 - 9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 9.7 **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, responding to, 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.
- 9.8 **Payment free from counterclaims/set-offs:** All payments made by any Indemnifying Party 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 the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives

a sum equal to the sum it would have received had no deduction or withholding been made.

- 9.9 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties after they are incurred within 15 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.10 **Taxation:** All payments pursuant to this **Clause 9** will be made free and clear of any withholding or deduction for or an account of Taxation, unless such withholding or deduction is required by Law. If a payment under this **Clause 9** will be or has been subject to Taxation, the Indemnifying Parties 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.
- 9.11 **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 Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will, and each of the Controlling Shareholders shall procure the Company to:

- 10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 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 4.6, to the applicants under Clauses 4.9 and 4.10, respectively
- 10.1.2 as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares, using its best endeavours to cause 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 applicants or, as the case may be, procure that the Share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant 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 as are necessary to ensure that Admission is obtained and not cancelled or revoked;
- 10.1.4 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;
- 10.1.5 making available on display on Stock Exchange's website at www.hkexnews.hk and the Company's website at www.seer-robotics.ai, the documents referred to in the section of the Prospectus headed "Appendix VII – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display" for the period stated therein;
- 10.1.6 using its best endeavors to procure that the H Share Registrar, the White Form eIPO Service Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and 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 therein;
- 10.1.7 procuring that none of the Company, any member of the Group, the Controlling Shareholders, and procure that none of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Acceptance Date;
- 10.1.8 procuring that none of the Directors and that the relevant Directors using his best endeavours to procure none of their respective close associates will himself/herself or themselves (or through a company controlled by him/her or them), apply to subscribe for Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.9 subject to any waiver/consent granted by the Stock Exchange, procure that no connected person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for

Hong Kong Offer Shares by any connected person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);

- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, or within six months after the Listing Date with prior consultation with the Compliance Adviser and prior written consent from the Sole Sponsor), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;
- 10.1.11 cooperating with and fully assisting, and procure the members of the Group, the Controlling Shareholders, the substantial shareholders (as defined in the Listing Rules), and/or any of their respective directors, officers, Affiliates, 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 Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong 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 but not limited to the provision of materials, information and documents to the Stock Exchange, the SFC, the CSRC and other regulators under the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.12 notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the International Underwriters) as soon as practicable if it becomes aware that any person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (b) falls within (i) any of the placee categories (other than “Not Applicable” or, unless requested, “Non-SFC authorised fund”) as set out in the Stock Exchange’s placee list template or required to be disclosed by the Stock Exchange’s FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company’s allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, chief executive, Controlling Shareholder(s), substantial shareholder(s) (as defined in the Listing Rules) or existing shareholders of the Company or any Group Company or a close associate of any of them;

- 10.1.13 from the date hereof until the completion of the Global Offering, prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Sole Sponsor for their review;
 - 10.1.14 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;
 - 10.1.15 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise), except for the change or alteration in its capital structure as a result of the Global Offering; and
 - 10.1.16 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;
- 10.2 **Information:** provide to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Warrantors or which on due and careful enquiry ought to be known to the Warrantors and whether relating to the Group or the other Warrantors or otherwise as may be reasonably required by the Sole Sponsor or 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 (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority).
- 10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;
 - 10.3.2 on or prior to the Listing Date, enter into any commitment or arrangement which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, has or will or may result in a Material Adverse Effect on the Global Offering;
 - 10.3.3 take any steps which, in the reasonable opinion of the Sole Sponsor and the Overall Coordinators, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;
 - 10.3.4 on or prior to the Listing Date, amend terms of the appointments of the H Share Registrar, the Nominees, the Receiving Banks and the White Form eIPO Service Provider without the prior written consent of the Sole Sponsor and the

Overall Coordinators (such consent not to be unreasonably withheld or delayed);

- 10.3.5 at any time after the date of this Agreement up to and including the Listing Date 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, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and
- 10.3.6 without the prior written approval (such approval not to be unreasonably withheld or delayed) of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the 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 and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;
- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** unless otherwise waived or exempted by the relevant Authorities, comply 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 Authority), including, without limitation:
 - 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;
 - 10.5.2 complying with the Listing Rules requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

- 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
- 10.5.4 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;
- 10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the Shares on 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) via FINI;
- 10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2026 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization 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 Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.7;
- 10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;
- 10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Sole Sponsor and the Overall Coordinators not less than three Business Days’ notice and reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.10 providing to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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 Sole Sponsor and/or the Overall Coordinators may require;

- 10.5.11 paying all Taxation, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement;
- 10.5.12 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements 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;
- 10.5.13 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.14 keeping the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority, and to enable the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) to provide (or procuring their provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;
- 10.5.15 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMI under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;
- 10.5.16 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
- 10.5.17 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;
- 10.5.18 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules; and

- 10.5.19 conducting the Group's business and affairs in compliance with all applicable Laws.
- 10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.
- 10.7 **Significant changes:** If, at any time within six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):
- 10.7.1 promptly provide full particulars thereof to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;
 - 10.7.2 if so required by the Sole Sponsor or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;
 - 10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Sole Sponsor or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Sole Sponsor and the Sponsor-OC) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Sole Sponsor and/or the Overall Coordinators may require; and
 - 10.7.4 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, and (ii) 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 (such consent not to be unreasonably withheld or delayed) of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.
- 10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this **Clause 10** shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 Termination by 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 Shares commences on the Stock Exchange:

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

- (a) any new Laws or any change or development involving a prospective change or any event or series of events or circumstances likely to result in a change or a development involving a prospective change in existing laws or regulations, or the interpretation or application thereof by any court or any competent Authority in or affecting Hong Kong, the PRC, United States, the United Kingdom, the European Union (or any member thereof), or other jurisdictions relevant to the Group's business operations or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange,

the Shenzhen Stock Exchange, the New York Stock Exchange or the NASDAQ Global Market; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or

- (e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or
- (f) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a Director, or any senior management members named in the Prospectus or announcing an intention to take any such action; or
- (h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Controlling Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or
- (k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Controlling Shareholder or any Director or any senior management members as named in the Prospectus; or
- (l) any contravention by any Group Company or any Director of the Listing Rules or applicable Laws; or
- (m) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- i. has or will or may have a Material Adverse Effect;

- ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or
 - iii. makes or will make or may make it impracticable, inadvisable, inexpedient 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 for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering, or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or
 - iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- 11.1.2 there has come to the notice of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:
- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications issued by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto (the “**Global Offering Documents**”) was, when it was issued, untrue, incorrect, inaccurate in any material respect or misleading; or that any estimate, forecast, expression of opinion, intention or expectation contained in any such documents, was, when it was issued, unfair or misleading in any respect or based on untrue, dishonest or unreasonable assumptions or given in bad faith; or
 - (b) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the date of the Prospectus, constitute a material omission or misstatement in any Global Offering Document; or
 - (c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Controlling Shareholders in this Agreement or in the International Underwriting Agreement; or
 - (d) any event, act or omission which gives rise or is likely to give rise to any liability of any of the Indemnifying Parties pursuant to the indemnities in this Agreement; or
 - (e) any material breach of any of the obligations or undertakings imposed upon any party to this Agreement, the Cornerstone Investment Agreements, the International Underwriting Agreement (other than upon any of the Hong Kong Underwriters or the International Underwriters); or
 - (f) any Material Adverse Change; or
 - (g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or

- (h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or
- (i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or
- (j) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) any expert specified in the Prospectus (other than any of the Sole Sponsor) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or
- (l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or
- (m) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or
- (n) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (o) that a material portion of the orders placed or confirmed in the bookbuilding process have been withdrawn, terminated or cancelled, or with respect to which the payment of the relevant orders and/or investment commitment has not been received or settled in the stipulated time and manner or otherwise,

then, in each case, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

- 11.2.1 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, 9, 13 to 17 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 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 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's Agreement and the Receiving Bank Agreement); and
- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall pay to the relevant parties the fees, costs, charges and expenses set out in and pursuant to Clauses 7.3 and 7.4.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

- 12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers 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 after the date of this Agreement up to and including the date falling six months after the Listing Date (the "**First Six Month Period**"), it will not, without the prior written consent of the Sole Sponsor 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, 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 interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or
 - 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 Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or
 - 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 specified in Clause 12.1.1, 12.1.2 or 12.1.3 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 of the Company, in cash or otherwise (whether or not the issue of such share capital or other equity 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 Shares or other securities of the Company.

The Controlling Shareholders undertake to each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it/he shall procure the Company to comply with the undertakings in this Clause 12.1.

12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will, and the Controlling Shareholders undertake to procure that the Company will, comply with the minimum public float requirements (the “**Minimum Public Float Requirement**”) and the minimum free float requirements (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 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 Sole Sponsor 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 Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 19A.13C of the Listing Rules.

12.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholder hereby undertakes to each of the Company, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that, without the prior written consent of the Sole Sponsor 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:

12.3.1 it/he will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him and the companies controlled by it/him will not, at any time during the First Six Month Period, (i) sell, offer to sell, accept subscription for, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree

to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 12.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 12.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above is to be settled by delivery of Shares or other securities of the Company or in cash or otherwise, and whether or not the transactions will be completed within the First Six Month Period; and

12.3.2 it/he will not, during the Second Six Month Period, enter into any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above or offer to or agree to contract to or publicly announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, it will cease to be a Controlling Shareholder of the Company or a member of a group of the Controlling Shareholders of the Company or would together with the other Controlling Shareholders cease to be “Controlling Shareholders” of the Company; and

12.3.3 until the expiry of the Second Six Month Period, in the event that it enters into any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/he will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

The restrictions in this Clause 12.3 shall not prevent the Controlling Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, provided that any such purchase or disposal does not contravene the lock-up arrangements with the Controlling Shareholders referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a bona fide commercial loan, provided that (a) the relevant Controlling Shareholder will immediately inform the Company and the Overall Coordinators in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him, and (b) when the relevant Controlling Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any

of the pledged or charged Shares or other securities of the Company will be disposed of, it/he will immediately inform the Company and the Overall Coordinators of such indications.

The Company hereby undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that upon receiving such information in writing from the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Authorities, and make a public disclosure in relation to such information by way of an announcement.

- 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 issued, published, made publicly available or despatched by the Company or any of its Controlling Shareholders (or by any of their respective directors, officers, employees) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such approval shall not be unreasonably withheld or delayed), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and after the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.
- 13.2 **Discussion with the Sole Sponsor and the Overall Coordinators:** The Company undertakes to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will, and the Controlling Shareholders undertake to procure that the Company will, conduct prior discussion with the Sole Sponsor and the Overall Coordinators in relation to 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 up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.
- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. The Company 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 its Affiliates and its and its Affiliates' respective directors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, 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 in relation to the other parties to this Agreement.

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

14.2.1 required by applicable Laws;

14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;

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

14.2.6 reasonably required by any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinator, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering or 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 or their own regulatory obligations; or

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

14.2.8 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.7, any such information disclosed shall be disclosed only after consultation with the other parties.

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

15 NOTICES

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

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

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

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

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

15.2.4 if sent by email, when successfully transmitted.

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

15.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company:**

Address:	No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC
Email:	fansq@seer-robotics.ai
Attention:	Mr. Fan Siqu

If to the **Controlling Shareholders:**

Address:	No. 11, Lane 2777, Jinxiu East Road, Pilot Free Trade Zone, Shanghai, PRC
Email:	fansq@seer-robotics.ai
Attention:	Mr. Fan Siqu

If to **CICC:**

Address:	29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Email:	ib_118@cicc.com.cn
Attention:	ECM Team (Project 118)

If to any of the other Hong Kong Underwriters, to the address and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

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

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

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC 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 16.2. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16.2 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. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

16.3 **Service of documents:** Without prejudice to the provisions of Clause 16.4, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

Service of process upon the Controlling Shareholders by service upon the Controlling Shareholders’ Process Agent (as defined below) in its/his capacity as agent for the service of process for the Controlling Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Controlling Shareholders. If for any reason the Controlling Shareholders’ Process Agent shall cease to be agent for the service of process for any of the Controlling Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Controlling Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Overall Coordinators and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Overall Coordinators. Where a new agent is appointed for the service of process for the Controlling Shareholder(s), such Controlling shareholder(s) 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 Sole Sponsor and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of such Controlling Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Controlling

Shareholder(s). 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 any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor 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 Sole Sponsor 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 was given, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

- 16.4 **Process agent:** The Company has established a place of business in Hong Kong at 40/F., Dah Sing Financial Centre, 248 Queen's Road East, Wanchai, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.3 above, each of the Controlling Shareholders hereby irrevocably appoints the Company as its/his authorized representative 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 any of the Controlling Shareholders in Hong Kong.

- 16.5 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Controlling Shareholders has or can claim for itself/himself or its/his 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 judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself or its/his assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholders 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).

17 MISCELLANEOUS

- 17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any

other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

- 17.3 **Assignment:** Each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release 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, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, 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).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Sponsor-OC, the Sponsor and Sponsor-OC Mandates, (ii) with respect to the Company and the Overall Coordinators, the OC Engagement

Letters, and (iii) with respect to the Company and the CMIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Sole Sponsor, the Sponsor-OC, 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 any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandates, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by or on behalf of the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of

and without deduction or withholding for or on account of, any and all present or future Taxes. Without prejudice to the foregoing, if any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid 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 Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such 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 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 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 Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

However, no additional amount will be payable by the Company to any person under this Clause 17.12 with respect to any deduction or withholding of Taxes, to the extent that such withholding, deduction or Taxes are imposed as a result of a present or former connection between such person and the jurisdiction imposing such Taxes, withholding or deductions (other than any connection resulting solely from the transactions contemplated by this Agreement).

17.13 **Officer's Certificates:** Any certificate signed by any officer of a Warrantor and delivered to the Overall Coordinators or the Sole Sponsor or any Underwriter or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the relevant Warrantor, as to matters covered thereby, to each Overall Coordinator, Sole Sponsor or Underwriter.

17.14 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he 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/him, or any loss or damage or liability suffered or incurred by it/him, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

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

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he may have relied before agreeing to any term of this

Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

- 17.15 **Right of Third Parties:** 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 right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:

17.15.1 Indemnified Parties who are not parties to this Agreement may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;

17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

17.15.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.

- 17.16 **Professional Investors:** Each of the Company and the Controlling Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “**you**” or “**your**” shall mean each of the Company and the Controlling Shareholders, and “**we**” or “**us**” or “**our**” shall mean the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters).

- 17.17 **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.

- 17.18 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Sole Sponsor and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

- 17.19 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
China International Capital Corporation Hong Kong Securities Limited 29/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong Email: 1. IB_fini_8@cicc.com.cn 2. cicc_ecm_esc@cicc.com.cn 3. cicc_ecm_esc2@cicc.com.cn 4. OP_Syndicate_HK@cicc.com.cn	See below	See below
CMB International Capital Limited 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong Email: 1. christopherfok@cmbi.com.hk 2. jackyzeng@cmbi.com.hk 3. bruceteng@cmbi.com.hk	See below	See below
Soochow Securities International Brokerage Limited Level 17, Three Pacific Place, 1 Queen's Road East, Hong Kong Email: chanjeffrey@dwzq.com.hk	See below	See below
BOCI Asia Limited 26/F, Bank of China Tower, 1 Garden Road, Central, Hong Kong Email: HK-IBD- ECM@bocigroup.com	See below	See below

Futu Securities International (Hong Kong) Limited	See below	See below

34/F, United Centre, No. 95
Queensway Admiralty, Hong Kong

Email:

1. danielts@futu5.com
2. nicktam@futu5.com
3. queenieli@futu5.com
4. nicholaskwan@futu5.com
5. ipo_fini@futu5.com

Tiger Brokers (HK) Global Limited		See below

23/F, Li Po Chun Chambers, 189 Des
Voeux Road, Central, Hong Kong

Email:

1. lui.lui@tigerbrokers.com.hk
2. vicky.que@tigerbrokers.com.hk
3. liuyixuan@itiger.com

Zheshang International Financial Holdings Co., Limited	See below	See below

Room 1703-06, 17th floor, Infinitus
Plaza, 199 Des Voeux Road Central,
Sheung Wan, Hong Kong

Email:

1. ecm@cnzsqh.hk
2. ben.yau@cnzsqh.hk

ABCI Securities Company Limited	See below	See below

10/F, Agricultural Bank of China
Tower, 50 Connaught Road Central,
Hong Kong

Email:

1. jessicaleung@abci.com.hk
2. Jessicayeung@abci.com.hk
3. Rioliu@abci.com.hk
4. Florafu@abci.com.hk
5. Jasonyeung@abci.com.hk

Total:	524,900	100%

$$A = B/C \times 524,900 \text{ Shares}$$

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 524,900, 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 number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to **the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters** and each of them as follows:

1 Accuracy of Information

- 1.1 None of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or any individual Supplemental Offering Material (as defined below) when considered together with the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the Preliminary Offering Circular (as used herein, “**Supplemental Offering Material**” means any “**written communication**” (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials and investor presentations relating to the Offer Shares that constitutes such a written communication).
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair grounds, assumptions and expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, “**affiliates**”) or agents; there are and will be no other facts known or which could, upon reasonable inquiry, have been known to each of the Warrantors or the Directors the omission of which would or may make any such expression, statement, forecast or estimate misleading.
- 1.4 The Hong Kong Public Offering Documents contain and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other applicable Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Stock Exchange (unless any such requirement has been waived or exempted by the relevant Authority); and (B) all such

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 activities, assets and liabilities, business, financial position, profits and losses, management and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the H Shares.

- 1.5 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 Warrantors, the Subsidiaries and/or any of their respective directors, supervisors (if any), officers, employees, and, to the Company's best knowledge, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the **"Guide"**) in respect of Rule 9.08 of the Listing Rules.
- 1.7 Without prejudice to any of the other Warranties:
 - 1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, headed "Future Plans and Use of Proceeds," including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;
 - 1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, relating to Company's consolidated indebtedness as at close of business on April 30, 2026 are complete, true and accurate in all material respects and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;
 - 1.7.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;
 - 1.7.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, in the section headed "Financial Information" are complete, true and accurate in all material respects and not misleading;
 - 1.7.5 the statements relating to the interests of the Company in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;
 - 1.7.6 the statements contained in the Hong Kong Public Offering Documents, the Preliminary Offering Circular (A) in the sections headed "Share Capital" and "Appendix V—Summary of Articles of Association," insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed "Regulatory

Overview” and “Appendix V—Summary of Articles of Association,” insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed “Appendix III—Taxation and Foreign Exchange,” “Appendix IV—Summary of Principal Legal and Regulatory Provisions” and “Appendix VI—Statutory and General Information” insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed “Appendix V—Articles of Association,” insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material respects and are not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;

- 1.7.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, and the Preliminary Offering Circular, under the heading “Summary—Dividends” and “Financial Information—Dividends” represent the true and honest belief of the Company and its directors (if applicable arrived at after due, careful and proper consideration and inquiry;
- 1.7.8 the statements contained in each of the Hong Kong Public Offering Documents, , the Preliminary Offering Circular, in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration; and
- 1.7.9 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors or their respective directors and all statements and information provided by or on behalf of any of the Warrantors and their respective directors in connection with any application or submission to or correspondence with the Stock Exchange, the SFC, CSRC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or the Subsidiaries or if applicable, their respective directors (or any of them) or employees have been given or prepared in good faith and with due care and attention.
- 1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, as has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate in all material respects and fairly presents the information shown therein; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, as having come from a source other than the Company are based on or derived from sources which the Company reasonably believes to be reliable and accurate and represent the Company’s good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, or their respective directors, supervisors (if any), officers, employees, Affiliates or agents to the Stock Exchange, the SFC, the Sole

Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the Shares on the Stock Exchange (including the answers and documents contained or referred to in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the investor presentation materials, roadshow materials or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs or the Hong Kong Underwriters of their obligations under all applicable Laws (including the Code of Conduct, the Listing Rules and the CSRC Rules), the discharge by the Sole Sponsor of its obligations as sponsor to the listing of the H Shares of the Company under the Code of Conduct, the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and was, when given and remains complete, true and accurate in all material respects and not misleading.

2 CSRC Filings

- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the CSRC, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-OC, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and remains, complete, true and accurate and not misleading in any respect, and there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.
- 2.3 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 Reports) 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.

- 2.4 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.
- 2.5 Neither the Company nor any of the Controlling Shareholders has given, entered into, or is otherwise subject to any undertaking, commitment, side letter, assurance or similar arrangement (whether written or oral) with the CSRC that has not been disclosed in writing to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

3 The Company and the Subsidiaries

- 3.1 The Company has the authorized and issued capital as set forth in the sections headed “Capitalization” and “Share Capital” in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws, (F) are not subject to any Encumbrances or adverse claims, and (G) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents; the Preliminary Offering Circular, in the amounts specified therein; except as set forth in each of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular, no person is, or at the Listing Date will be, entitled to any pre-emptive, resale right, right of first refusal or other similar rights to acquire the Offer Shares or any other securities of the Company; and there are no outstanding securities convertible into or exchangeable for, or warrants, rights or options to purchase from the Company, or obligations of the Company to issue, the Shares or any other class of shares of the Company except pursuant to this Agreement, the International Underwriting Agreement or any Cornerstone Investment Agreements.
- 3.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and is capable of suing and being sued in its own name.
- 3.3 Each of the Company and the Subsidiaries has been duly qualified to transact business and is in good standing under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 3.4 The Articles of Association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.
- 3.5 Each of the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.

- 3.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.7 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.
- 3.8 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 3.9 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has acquired or proposes to acquire or has incurred or proposes to incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

4 Offer Shares

- 4.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,
- 4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;
- 4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular,;
- 4.1.3 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;
- 4.1.4 will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the memorandum and articles of association or other constituent or constitutive documents or the business licence of the Company or any agreement or other instrument to which the Company is a party; and
- 4.1.5 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.
- 4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, including the descriptions in the sections headed "Capitalization," "Share Capital" and "Appendix V—Summary of Articles of Association."

- 4.4 The certificates for the Offer Shares are in proper form to be legal and valid under the Laws of the PRC, Hong Kong and the United States.
- 4.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the PRC and Hong Kong.
- 5 **The Underwriting Agreements and the Operative Documents**
- 5.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, duly and validly authorised, executed, and delivered by each of the Warrantors and constitutes a legal, valid and binding agreement of the respective Warrantor, enforceable in accordance with its terms.
- 5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, headed, respectively, “Plan of Distribution,” “Structure of the Global Offering,” “Cornerstone Investors” and “Underwriting,” insofar as they purport to describe the provisions of this Agreement, and the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.
- 6 **No Conflict, Compliance and Approvals**
- 6.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C), as would not individually or in the aggregate result in a Material Adverse Effect.
- 6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which any of the Warrantors or any Subsidiary is a party, by which any of the Warrantors or any Subsidiary is bound or to which any of the property or assets of any of the Warrantors or any Subsidiary is subject, except as would not individually or in the aggregate result in a Material Adverse Effect; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of any of the Warrantors or any Subsidiary; (C) violate any applicable Law;

or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.

- 6.3 Except for the requisite registration of the Prospectus with the Registrar of 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, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over any of the Warrantors or the Subsidiaries, or any of their respective properties (each a “**Governmental Authorization**”) required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which the Company is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Hong Kong Public Application Documents, the Preliminary Offering Circular, and for the Company and the Subsidiaries to carry on their business and operations as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 6.4 All Governmental Authorizations (including those from the CSRC) required for the Offer Shares under the Global Offering have been obtained, and approval in principle has been obtained from the listing committee of the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, and, there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 6.6 Each of the Company and the Subsidiaries (A) except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular is in compliance with all relevant Laws described or referred to in the Hong Kong Public Offering Documents, and the Preliminary Offering Circular in the sections headed “Regulatory Overview” (“**Relevant Laws**”); (B) has received all Governmental Authorization required of them under Relevant Laws to own, lease, license and use its property and assets and conduct their respective businesses, and such Governmental Authorization are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, except those which would not, individually or in the aggregate, result in any Material Adverse Effect; (C) is in compliance with the provisions of all such

Governmental Authorizations; none of the Company or any of the Subsidiaries has received any notice of revocation or modification of any such Governmental Authorization or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations; and the Company and the Subsidiaries have not received notice of any actual or potential liability under or violation of any Relevant Laws which may or could reasonably be expected to have individually or in the aggregate, any Material Adverse Effect.

- 6.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over as the date hereof, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of Hong Kong Public Offering Documents, the Preliminary Offering Circular, or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries.

7 Accounts and Other Financial Information

- 7.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, are independent public accountants with respect to the Company under the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.
- 7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses

unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, are derived from the accounting records of the Company and the Subsidiaries, present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the unaudited pro forma statement of adjusted consolidated net tangible assets (and the notes thereto) included under “Appendix II—Unaudited Pro Forma Financial Information” (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of unaudited pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any) are reasonable and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma net tangible assets and the notes thereto (and other unaudited pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, that are not included as required; (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; and (I) there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 7.3 The prospective information as set forth in the sections “Summary,” “Business” and “Financial Information” of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and any forecasts and estimates, if any contained in the CSRC Filings (the “**Prospective Financial Information**”) 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 Company and the bases and assumptions stated in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and the CSRC Filings, and in accordance with the Company’s accounting policies described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.
- 7.4 The unaudited consolidated management accounts of the Company and its Subsidiaries as of April 30, 2026 and for the four months ended April 30, 2026 and other accounting records of the Company (A) have been properly written up and present fairly, and reflect in conformity with the accounting policies of the Company and IFRS, all the

transactions entered into by the Company or any of its Subsidiaries or to which the Company or any of its Subsidiaries was a party during the four months ended April 30, 2026; (B) contain no inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company as of April 30, 2026 and the consolidated results of operations of the Company for the four months ended April 30, 2026; and except that there has been an increase in total liabilities and long term borrowings and decreases in shareholders' equity and cash and cash equivalents, there has been no decrease in share capital, current assets, or total assets of the Group as of April 30, 2026 as compared to amounts shown in latest consolidated balance sheet of the Company as of December 31, 2025 included in each of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular.

- 7.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, entitled “Financial Information—Liquidity and Capital Resources” (the “**Working Capital Statement**”), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company's view, taking into account the financial resources available to the Company and the Subsidiaries, including the net proceeds to be received by the Company from the Global Offering, the Company's consolidated cash and cash equivalents on hand, and unutilized banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Prospectus Date.
- 7.6 The statements set forth in the section entitled “Financial Information—Critical Accounting Policies and Estimates” in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, are complete, true and accurate in all material respects and not misleading and accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the “**Critical Accounting Policies**”); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 7.7 The sections entitled “Financial Information—Liquidity and Capital Resources” and “Financial Information—Indebtedness” in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes, upon due, diligent and careful enquiry, would materially affect liquidity and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all material off balance sheet transactions, arrangements, and obligations; and none of the Company or any Subsidiary has any material relationships

with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.

- 7.8 The board memorandum of profit forecast for the financial year ending December 31, 2026 and working capital forecast for the 18 months ending June 30, 2027 (the “**Profit Forecast Memorandum**”) has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.
- 7.9 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular or their review of the Group’s cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.
- 7.10 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, (other than in the report of the Reporting Accountants set out in Appendices I and II to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I or Appendix II to the Prospectus or is derived from the relevant accounting records of the

Company and the Subsidiaries which the Warrantors in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

8 Indebtedness and Material Obligations

- 8.1 Except as disclosed in the Prospectus and the Preliminary Offering Circular, (A) none of the Company or any of the 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 any of the Subsidiaries has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default of the Company or the relevant Subsidiaries; (C) no person to whom any material indebtedness of the Company or any of the Subsidiaries that is repayable on demand is owed has demanded or, to the best knowledge of the Company, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the best knowledge of the Company, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any of the Company or the Subsidiaries, or under any guarantee of any material liability of any of the Company or the Subsidiaries, by reason of default of any of the Company or the Subsidiaries or any other person or under any guarantee given by any of the Company or the Subsidiaries; (E) none of the Company or any of the Subsidiaries has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent; and (F) all guarantees of indebtedness of the Company and its Subsidiaries are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.
- 8.2 The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the 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 audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with the terms, and (iii) to the best knowledge of the Company, no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the best knowledge of the Company, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.
- 8.3 The valuation of Level 3 financial assets and liabilities as included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been prepared after due and careful inquiry by the Warrantors and upon bases and assumptions which are fair and reasonable based on facts, events and circumstances known to the Warrantors.

9 Subsequent Events

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to the Company or the relevant Subsidiaries; (B) incurred, assumed or acquired or otherwise agreed to become subject to any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), that is material to the Company or the relevant Subsidiaries; (C) acquired, sold, transferred or disposed of, or agreed to acquire, sell, transfer or dispose of any business, asset, business unit, or technology that is material to the Company or the relevant Subsidiaries; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company or the relevant Subsidiaries; (E) cancelled, waived, released or discounted in whole or in part any material debt or claim; (F) made any sale or transfer of any material tangible or intangible asset, created any mortgage or pledge, or incurred any Encumbrance on any asset or any lease of property, plant or equipment that is material to the Company or the relevant Subsidiaries, other than such Encumbrances created in the ordinary course of business and tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; or (G) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.
- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms; and (D) there has been no material changes in the relations of the business of each of the Company and the Subsidiaries with their respective customers, suppliers, licensors or lenders or the financial condition or the position, results of operations, prospects, assets or liabilities of said business or of the Company and the Subsidiaries as a whole as compared with the position, disclosed by the last audited accounts and there has been no damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the said business or the assets or properties of the Company and the Subsidiaries as a whole, except as in each of the cases of (B) and (C) above, as would not, individually or in the aggregate, resulted in or could result in any Material Adverse Effect.
- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there has not been (A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.

- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Preliminary Offering Circular; and there has been and will be no material decreases in total revenues during the period from the date of the latest audited consolidated income statement of the Company to (i) the date of this Agreement, (ii) the date of the Prospectus Date, (iii) the date of the Offering Circular or (iv) each Time of Delivery, as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 (A) none of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to their suppliers and customers.

10 **Assets**

- 10.1 (A) None of the Company and the Subsidiaries have real property, land-use rights or rights of way in respect of real properties; (B) each of the Company and the Subsidiaries has valid title to all assets that it purports to own, in each case free and clear of all Encumbrances and defects; (C) each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no material default (or event which with notice or lapse of time, or both, would constitute such a default) by the Company or any Subsidiary has occurred and is continuing or is likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (G) the use of all properties owned or leased by the Company and/or the Subsidiaries is in accordance with its permitted use under all applicable Laws and the use of any premises occupied by the Company and/or the Subsidiaries is in accordance with the terms provided for in the lease, tenancy, license, concession or agreement of whatsoever nature relating to such occupation; and (H) neither the Company nor any Subsidiary owns, operates, manages or has any other right or interest in any other material real property of any kind except as reflected in the audited consolidated financial statements of the Company included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and no other real properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the

Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 10.2 (A) Each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes) software, algorithms, source code, firmware, and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; (C) to the best knowledge of the Company, there is no material claim to the contrary or any challenge by any other person to the rights of the Company or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) none of the Company or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice or claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Warrantors’ knowledge after due and careful inquiry, will be able to establish, rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Company’s knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Company’s knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Company’s knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Company’s knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantors’ knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) to the best knowledge of the Company, there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned,

applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) to the best knowledge of the Company, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over intellectual property matters; and (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary.

- 10.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively “**Information Technology**”) owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) each of the Company and the Subsidiaries has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.
- 10.4 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, “worm” or “Trojan horses”) in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Company or any of the

Subsidiaries which is necessary for the business of the Company or the relevant Subsidiaries, except for those that would not, individually or in the aggregate, result in a Material Adverse Effect.

- 10.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no material breaches, violations, outages, leakages or unauthorized uses of or accesses to the same.

11 Compliance with Employment and Labor Laws

- 11.1 Save as disclosed in each of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular, None of the Company and the Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; all housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of legitimate business expenses; no director or senior management or key employee of the Company or any Subsidiary has given or been given notice terminating their contracts of employment; there is no proposal to terminate the employment or consultancy of any director, senior management, key employee or consultant of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); none of the Company and the Subsidiaries has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, senior management, key employees or consultants; no liability has been incurred by the Company or any Subsidiary for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any Subsidiary; and neither the Company nor any Subsidiary has any financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering.
- 11.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and the subsisting contracts of service, contracts for services and

consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and, there are no claims pending or, to the best knowledge of the Company, threatened or capable of arising against the Company or the Subsidiaries, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.

- 11.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 11.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; and there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries.

12 **Compliance with Environmental Laws**

- 12.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) in all material respects; there are no past or present events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any Subsidiary under, or to interfere with or prevent compliance by the Company or any Subsidiary with, Environmental Laws, except as would not, individually or in the aggregate, result in a Material Adverse Effect; and to the best knowledge of the Company, there are no reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any such costs or liabilities, except as would not, individually or in the aggregate, result in a Material Adverse Effect; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or threatened action, suit or proceeding; (D) is bound by any judgment, decree or order, or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below); in the ordinary course of its business, the Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law relating to health, safety, the environment (including, without

limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and “**Hazardous Materials**” means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

13 **Cybersecurity and Data Protection**

- 13.1 (A) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the Company and the Subsidiaries has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and Personal Data and confidentiality and archive administration (“**Data Protection Laws**”); (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of China (“**CAC**”), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

14 **Insurance**

- 14.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of

insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments all material respects; there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not have a Material Adverse Effect.

- 14.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, is true, accurate in all material respects and not misleading.

15 Internal Controls

- 15.1 Each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) 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 the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above or with regard to ascertaining at any point in time the differences in real time between budgeted and actual expenses.
- 15.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses or deficiencies in the Company's and the Subsidiaries' internal control over accounting and financial reporting and no changes in the Company's and the Subsidiaries' internal control 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 Company's and the Subsidiaries' internal control over accounting and financial reporting.

- 15.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board and management 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 SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons.
- 15.4 None of the deficiencies and issues identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report 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 the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 15.5 The statutory books, books of account and other records of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority have been duly and correctly delivered or made.
- 16 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program**
- 16.1 Save as disclosed in the sanctions and export control memorandum prepared by Hogan Lovells, the Company's International Sanctions Legal Advisors, in connection with the Global Offering, (A) none of the Company, the Subsidiaries, their respective directors, supervisors (if any), officers, agents, employees and Affiliates, or any of such affiliate's respective directors, supervisors, officers, agents and employees (collectively, the **"Group Relevant Persons"**), is an individual or entity (**"Person"**) that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) except Belarus, Turkey and Hong Kong, none of the Group Relevant Persons (x) is located, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the

Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order ; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular in the section headed “Future Plans and Use of Proceeds,” and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Warrantors and the Subsidiaries is in compliance with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the “**OFAC**”); (E) all items of the Company and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department’s Bureau of Industry and Security’s (“**BIS**”) restricted party lists including the Denied Persons List and Entity List without violating the EAR; (F) the Warrantors and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) for the past 10 years, the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory (except Belarus, Turkey and Hong Kong), that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

- 16.2 For purposes of the Final Rule (31 C.F.R. Part 850): (A) the Company is likely to be deemed a “Covered Foreign Person” (as defined in 31 C.F.R. § 850.209), and the Company's activities relating to the development of AI systems used for the control of robotic systems may be viewed as falling within the scope of the definition of “Notifiable Transaction” (as defined in 31 C.F.R. § 850.217). The Company's publicly traded H Shares, including the Offer Shares, fall within the Publicly Traded Securities Exception (“**PTSE**”) under 31 C.F.R. § 850.224(a)(3), such that U.S. persons are permitted to invest in the Offer Shares through the Global Offering without being subject to the notification requirements of the Final Rule, provided that such investment does not afford such U.S. persons rights beyond standard minority shareholder protections; (B) neither the Company nor any of its subsidiaries engages in, whether directly or indirectly, any of the activities referred to in the definition of “prohibited transaction” as defined in 31 C.F.R. § 850.224, including, without limitation, developing any AI system that is designed to be exclusively used for: (i) military end use; or (ii) government intelligence or mass-surveillance end use; (C) to the Company's best knowledge (as defined in 31 C.F.R. § 850.216), the consummation of the Global Offering and the transactions contemplated by this Agreement and the International Underwriting Agreement, including the performance by any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Hong Kong Underwriters and the International Underwriters of their respective obligations thereunder and the acquisition of the Offer Shares by any investor involved in the Global Offering, will not constitute a “prohibited transaction” as defined under 31 C.F.R. § 850.224; and (D) the Company has not taken any action, and no event has occurred, that would cause the PTSE not to apply to investments in the Offer Shares by U.S. persons, and the Company will not take any action that would cause the PTSE to cease to apply to such investments, and the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement will not cause any U.S. person to become subject to any notification requirement under the Final Rule other than as may be satisfied by the application of the PTSE.
- 16.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the United States, Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, “**Anti-Corruption Laws**” means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti- Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable anti-bribery or anti-corruption laws, rules or

regulations); and the Warrantors and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein; as used herein, “**Government Entity**” means any government or any department, 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 Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 16.4 None of the Group Relevant Persons or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, , where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Law of the United States, Hong Kong, the PRC or any other jurisdiction; and each of the Company and the Subsidiaries maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 16.5 The operations and conducts (as applicable) of the Warrantors and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including Hong Kong, the PRC and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), and each of the Company and the Subsidiaries has instituted and maintains policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws. No action, suit, proceeding, investigation or inquiry by or before any Authority involving any of the Warrantors or the Subsidiaries or their respective businesses with respect to Anti-Money Laundering Laws is pending or, to the best of the Company’s knowledge, threatened.

17 **Experts**

- 17.1 Each of the experts named in the section headed “Appendix VI—Statutory and General Information—Other Information—Qualifications of Experts” of the Hong Kong Public Offering Documents, the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Preliminary Offering Circular and has not withdrawn its consent.
- 17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced

information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Sole Sponsor, any other consultants or professional advisers, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, 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 information or documents which have not been provided the result of which would make the information or documents so received misleading.

- 17.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the "Relevant Reports") are considered by the Warrantors to be reasonable and appropriate; (B) all information and data provided by or on behalf of the Company to the Industry Consultant for the preparation of the Industry Consultant Report was provided in good faith, was complete and accurate in all material respects, and no material fact or information was withheld therefrom; and (ii) the description of the market positioning of the Company contained in the Industry Consultant Report prepared by the Industry Consultant are considered by the Warrantors to be accurately represented, reasonable and not misleading; (C) no facts have come to the attention of the Warrantors or any of their respective directors, supervisors or officers that have caused them to believe that the Relevant Reports, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the report prepared by the Industry Consultant was prepared at the Company's request based on a contractual arrangement which the Company negotiated on an arms' length basis.

18 **Provision of Information**

- 18.1 The Warrantors, their respective agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 18.2 None of the Warrantors, the Subsidiaries, or any of their respective directors, officers, employees, affiliates, advisors or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular.

19 **Material Contracts and Connected Transactions**

- 19.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; none of the Material Contracts will, without the written consent of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, be entered into or terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company’s best knowledge, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Prospectus, the Preliminary Offering Circular, headed “Appendix VI—Statutory and General Information—Further Information About Our Business—Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 19.2 None of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months’ notice or less).
- 19.3 The Company does not have any reason to believe that any material supplier, distributor or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company and/or any of the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 19.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.
- 19.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.6 None of the Company, the Subsidiaries or their respective affiliates is a party to any agreement, arrangement or concerted practice or is carrying on any practice that in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any Subsidiary has property or assets or carries on business or in respect of which any Governmental Authorization is required or is advisable pursuant to such Laws (whether or not the same has in fact been made).
- 19.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the

Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers, suppliers or business partners.

- 19.8 There are no non-exempt continuing connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering which require disclosure pursuant to the applicable requirements under the Listing Rules.
- 19.9 Save as disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or of any of its Subsidiaries) is outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, supervisor (if any) or officer of the Company or the Subsidiaries or any of their respective spouses, children or other relatives or any corporate, trust or entity in which any of them has a controlling interest, on the other hand.
- 19.10 None of the Controlling Shareholders, the directors, supervisors (if any) or officers of the Company or any of the Subsidiaries, or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary.
- 19.11 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, personal details form for directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Company and the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

20 **Historical Changes**

- 20.1 The descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company (the "**Historical Changes**") and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, respectively, "History, Development and Corporate Structure" and "Appendix VI—Statutory and General Information" are complete, true and accurate in all material respects and not misleading.
- 20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a

person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected; (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries.

- 20.4 Neither the events and transactions relating to the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any material pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any property or assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the Accountant's Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 20.5 All Governmental Authorizations required or advisable in connection with the events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries prior to the Reorganization and necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed, maintained or assumed following the Reorganization; and neither the Company nor any of the 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 Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.
- 20.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Controlling Shareholders (where applicable) in connection with the events and transactions relating to the Historical Changes which have not been previously provided, or made available, to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 20.7 There are no actions, suits, proceedings, investigations or inquiries pending, or, to the best of the Warrantors' knowledge, or threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness, validity or compliance with Laws of the events, transactions and documents relating to the Historical Changes as

set forth in the sections of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed “History, Development and Corporate Structure” and “Appendix VI—Statutory and General Information.”

21 Pre-IPO Investments

- 21.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular headed “History, Reorganization and Corporate Structure” (the “**Pre-IPO Investments**”) are complete, true and accurate in all material respects and not misleading.
- 21.2 (A) All Governmental Authorizations required or advisable in connection with the Pre-IPO Investments have been unconditionally obtained or made; (B) all such Governmental Authorizations are valid and in full force and effect, and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular; and (C) neither the Company nor any of the 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 Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.
- 21.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

22 Taxation

- 22.1 Save as disclosed in each of the Prospectus, the Preliminary Offering Circular, all returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; and all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any material dispute with the relevant tax or other appropriate authorities; all Taxes required to be paid by each of the Company and the Subsidiaries have been paid in full (and all amounts required to be withheld from amounts owing to any employee, creditor, or third party have been withheld in full), and other than those currently payable without penalty or interest, in which case adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); the provisions included in the audited financial statements as set out in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no material liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate reserves have been established on the books and records of the Company and the Subsidiaries in accordance with IFRS and reflected on the audited consolidated financial statements (and any notes thereto).

- 22.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Authority.
- 22.3 Except as disclosed in each of the Hong Kong Public Offering Documents, and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to the Hong Kong, the PRC or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.
- 22.4 Neither the Company nor any of the Subsidiaries has been or is currently the subject of an inquiry into transfer pricing by any Taxation or other Authority and no Taxation Authority or Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.
- 22.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

23 **Dividends**

- 23.1 Except as disclosed in in each of the Prospectus, and the Preliminary Offering Circular, dividends and other distributions declared and payable on the H Shares to the shareholders of the Company are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Relevant Jurisdictions or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions.
- 23.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

24 **Litigation and Other Proceedings**

- 24.1 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquires pending or, to the best knowledge of the Company, threatened or contemplated by or before any Authority, to which the Company or any of the Subsidiaries, or any of

their respective directors, supervisors (if any), officers, employees or affiliates, is or may be a party or to which any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any such case described in clause (A), (B) or (C) above, would individually or in the aggregate, have a Material Adverse Effect, or which would or could reasonably be expected to adversely affect the power or ability of any of the Warrantors to perform its/his obligations under this Hong Kong Underwriting Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents, the Preliminary Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

24.2 None of the China National Development and Reform Commission, the China State Administration for Industry and Commerce, nor any other Authority having jurisdiction over the Company or any Subsidiary, or any of their respective property or assets has, in its review and examination of the Company or any Subsidiary, raised or identified any issues regarding the general affairs, management, business, prospects, products, assets, rights, results of operations or position, financial or otherwise, or legal and regulatory compliance of the Company or any Subsidiary.

24.3 None of the Warrantors and the Subsidiaries has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started, threatened or contemplated or judgment been rendered (A) to wind up, make bankrupt, dissolve, deregister, liquidate, make dormant, or eliminate the Company or any Subsidiary; or (B) to withdraw, revoke or cancel any approval to conduct business or any operation of the Company or any Subsidiary.

25 **Market Conduct**

25.1 Save for the appointment and activities of the Stabilizing Manager as disclosed in the Prospectus and Preliminary Offering Circular and expressly permitted under the Securities and Futures (Price Stabilizing) Rules, none of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, or any person acting on behalf of any of them, has at any time prior to the date hereof, directly or indirectly, done any act or engaged in any course of conduct or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the Offer Shares, do directly or indirectly any act or engage in any course of conduct: (A) which creates a false or misleading impression as to the market in or the value of the 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 Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.

25.2 Except for the stock borrowing arrangement as disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular, and the appointment of the Stabilizing Manager, none of the Warrantors or the Subsidiaries, or their affiliates, or any of their respective directors, supervisors (if any), officers, agents or employees, or any person acting on behalf of any of them (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 any Subsidiary or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO; (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 of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares, provided that the granting of the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 6 of this Agreement, Clause 1(d) of the International Underwriting Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection.

- 25.3 None of the Warrantors or any of the Subsidiaries, nor any of their respective directors, officers, supervisors (if any), employees or agents has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, agents or employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

26 **Immunity**

- 26.1 Under the Laws of the PRC, Hong Kong and the United States, none of the Warrantors, the Subsidiaries, nor any of their respective 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 or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Warrantors in Clause 16.5 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 International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong, the PRC and the United States.

27 **Choice of Law and Dispute Resolution**

- 27.1 Subject to the conditions described under the section headed “Enforceability of Civil Liabilities.” The choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong, the PRC and the United States; each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong, the PRC and the United States; the agreement of the Warrantors to resolve any dispute by arbitration at the HKIAC pursuant to Clause 16.2 of this Agreement, the agreement to treat any decision and award of the HKIAC as final and binding on the parties to this Agreement and the International Underwriting Agreement, the agreement that each party to this Agreement and the International Underwriting Agreement shall have the option to defer any dispute

arising out of or in relation to the obligations of the Company under this Agreement and the International Underwriting Agreement to arbitration, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that the International Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong, the PRC and the United States and will be recognized and given effect by the courts of Hong Kong, the PRC and the United States; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under the this Agreement will be recognized and enforced in the courts of Hong Kong, the PRC and the United States, subject to the conditions described in each of the Hong Kong Public Offering Documents, or the Preliminary Offering Circular

- 27.2 It is not necessary under the Laws of Hong Kong, the PRC and the United States that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of Hong Kong, the PRC and the United States as the case may be) should be licensed, qualified or entitled to carry out business in Laws of Hong Kong, the PRC and the United States (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

28 Professional Investor

- 28.1 The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Warrantors, and “we” or “us” or “our” shall mean the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI's and the Underwriters.

29 No Other Arrangements Relating to Sale of Offer Shares

- 29.1 There are no contracts, agreements or understandings between the Warrantors or any Subsidiary and any person or entity (other than the Hong Kong Underwriters pursuant to this Hong Kong Underwriting Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder's fees or other payments in connection with the offer and sale of the Offer Shares.
- 29.2 Neither the Company nor any Subsidiary has entered into any contractual arrangement relating to the offer, sale, distribution or delivery of any Shares other than this Agreement, the International Underwriting Agreement, the Cornerstone Investment Agreements and the Operative Documents. There are no contracts, agreements or understandings entered into by the Company or the Subsidiaries or any Controlling Shareholders in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Sole Sponsor, the Joint Global Coordinators and the Overall Coordinators.

30 United States Securities Laws and Related Matters

- 30.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 30.2 None of the Company and its affiliates (within the meaning of Rule 501(b) under the Securities Act) nor any person acting on behalf of any of them (A) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated or will negotiate in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act; or (B) has offered or sold or will offer or sell the Offer Shares by means of any “directed selling efforts” within the meaning of Rule 902 under the Securities Act and will comply with the applicable offering restriction requirements of Regulation S.
- 30.3 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 30.4 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.

31 **Directors, Officers and Shareholders**

- 31.1 Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Underwriters or any counsel for the Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to each Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.
- 31.2 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney issued by him or her to the Company, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.
- 31.3 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company, if conducted, has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.
- 31.4 All the interests or short positions of each of the Directors in the securities, underlying securities and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance, or which will be required pursuant to section 352 of the Securities and Futures Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers in the Listing Rules, in each case once the H Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular.
- 31.5 The Directors have been duly and validly appointed and are the only directors of the Company.
- 31.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.
- 31.7 None of the directors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Preliminary Offering Circular.

- 31.8 Neither the Company nor any of the Subsidiaries has any outstanding loans to any of the directors, any of their respective spouses, children or other relatives or anybody corporate, trust or entity in which any of them has a controlling interest.

32 Cornerstone Investment

- 32.1 Pursuant to the Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.
- 32.2 (A) The subscription by any subscriber or purchaser of Offer Shares as a cornerstone investor will not result in such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) and/or associate(s) becoming connected persons (as defined in the Listing Rules) of the Company; and (B) such cornerstone investor, and to the best of the Warrantors' knowledge, its beneficial owner(s) and/or associate(s) will, immediately after completion of the relevant Cornerstone Investment Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company.
- 32.3 Except for the guaranteed allocation of Offer Shares at the Offer Price as set forth in the respective Cornerstone Investment Agreement, neither the Company, nor any of its Affiliates, has offered, agreed to provide or provided, procured any other person or entity to provide, or arranged to provide, any direct or indirect benefits, including any preferential treatment in allocation, pricing, fees, rebates, waiver of lock-up, put or call options, or other economic or non-economic advantages, by side letter or otherwise, to any investor in the Global Offering, or otherwise has engaged in any conduct or activity inconsistent with, or in contravention of, Chapter 4.15 of the HKEX Guide.

33 Specialist Technologies and Specialist Technology Products

- 33.1 The Company meets the definition of a Specialist Technology Company (as defined under the Chapter 18C of the Listing Rules and Chapter 2.5 of the Guide), and is both eligible and suitable for listing as a Commercial Company, meeting all the relevant requirements under the Chapter 18C of the Listing Rules and Chapter 2.5 of the Guide.
- 33.2 All Specialist Technologies (as defined under the Listing Rules) engaged in the Specialist Technology Products (as set out in the Prospectus) delivered by the Company and the Subsidiaries have been adequately described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in accordance with the requirements under an acceptable sector of a specialist technology industry (as defined in the Listing Rules and set out in the Guide).
- 33.3 Each description of design and development, and functions and features, of the Specialist Technology Products, research and development activities and capabilities, pipelines and path to profitability contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is true and accurate and complete in all material respects.

Part B: Additional Representations and Warranties of the Controlling Shareholders

The Controlling Shareholders represent, warrant and undertake to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them as follows:

1 Information about the Controlling Shareholders

- 1.1 All the information with respect to the Controlling Shareholders included in the Hong Kong Public Offering Documents and the Formal Notice (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.
- 1.2 All information with respect to the Controlling Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Controlling Shareholders and/or any of their directors, officers, employees, Affiliates and/or agents, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC and/or the CSRC) as, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

2 Capacity

- 2.1 Each of the Controlling Shareholders (so far as it is an entity) has been duly incorporated and is validly existing under the law of its jurisdiction of incorporation and has been duly qualified to transact business.
- 2.2 Each of the Controlling Shareholders (so far as he/she is a natural person) is of full age and sound mind, fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and has obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and the transactions contemplated thereby prior to his or her execution and delivery of this Agreement, the International Underwriting Agreement and any Operative Documents to which he or she is a party and has acted independently and free from any undue influence by any person;
- 2.3 The Controlling Shareholders have full right, power and authority (corporate and other) to execute, deliver and perform this Agreement and each of the Operative Documents to which it is a party.

3 Execution and Authorization

- 3.1 This Agreement has been duly authorized, executed and delivered by the Controlling Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholders, enforceable against the Controlling Shareholders in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganisation, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

- 3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Controlling Shareholders are a party, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, 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, lapse of time, fulfilment of any condition and/or compliance with any formality, 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) the articles of association or other organizational or constitutional documents or the business licence of the Controlling Shareholders; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which the Controlling Shareholders are a party or by which the Controlling Shareholders or any of their properties or assets is or may be bound or affected; (C) any Laws applicable to the Controlling Shareholders or any of their properties or assets, or any judgment, order or decree of any Authority having jurisdiction over each Controlling Shareholder; or (D) result in the creation or imposition of any Encumbrance on any property or assets of the Controlling Shareholders.
- 3.3 To the best of the knowledge of the Controlling Shareholders, they are not in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, 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) their articles of association or other organizational or constitutional documents or its business license; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which he/she/it is a party or by which he/she/it or any of its properties or assets is or may be bound or affected; or (C) any Laws applicable to them or any of their properties or assets, with such exceptions in the case of (B) and (C) as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.
- 3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or any of their properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Controlling Shareholders of their obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Controlling Shareholders' knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 3.5 (A) there are no Actions or enquiries under any Laws or by or before any Authority pending or to the best of the knowledge of the Controlling Shareholders, threatened, to which the Controlling Shareholders are or may be a defendant or plaintiff or to which any of their properties or assets is or may be subject, at law or in equity; (B) there is no Law that has been enacted, adopted or issued that has been proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which would, or could reasonably be expected to, materially and adversely affect the power or ability of such Controlling Shareholders to perform their obligations under this Agreement, or to

consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering.

4 Compliance with Laws

- 4.1 Neither the Controlling Shareholders nor, to the best of the Controlling Shareholders' knowledge, any of their respective Affiliates, directors, officers, or employees nor any agent acting on behalf of the Controlling Shareholders has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any Government Official or to any person under circumstances where the Controlling Shareholders or any of their respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Controlling Shareholders knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Controlling Shareholders or any of their Affiliates; without prejudice to the foregoing, none of the Controlling Shareholders or any of their respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Controlling Shareholders has violated or is in violation of Anti-Corruption Laws; and the Controlling Shareholders and their Affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein.
- 4.2 The Controlling Shareholders have instituted, and maintains and enforces, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Laws.
- 4.3 The operations of the Controlling Shareholders are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable Money Laundering Laws of all jurisdictions where the Controlling Shareholders conduct business, and no Action or enquiry by or before any Authority involving the Controlling Shareholders with respect to the Money Laundering Laws is pending or, to the best of the knowledge of the Controlling Shareholders, threatened.
- 4.4 To the best of the Controlling Shareholders' knowledge, neither the Controlling Shareholders nor, to the best of the Controlling Shareholders' knowledge, any of their directors, officers, nor any agent or Affiliates or any employees, agent acting on behalf of the Controlling Shareholders, is currently subject to or target of any Sanctions, nor is the Controlling Shareholders located, organized or resident in a country, region or territory that is the subject or the target of Sanctions, including, without limitation, any Sanctioned Country;
- 4.5 The Controlling Shareholders will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of such funding or facilitation, is or whose government is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

- 4.6 The Controlling Shareholders have not knowingly engaged in and is not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.
- 4.7 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquires pending or threatened or contemplated by or before any Authority, to which the Controlling Shareholders or any of their subsidiaries, or any of their respective directors, supervisors (if any), officers, to the best of the Controlling Shareholders' knowledge, employees or Affiliates, is or may be a defendant or plaintiff or to which any properties, assets, products or services of the Controlling Shareholders or any of their subsidiaries, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clause (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of the Controlling Shareholders to perform their obligations under this Hong Kong Underwriting Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are not so described; none of the Controlling Shareholders or any of their subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

5 **Connected Transactions**

- 5.1 There are no non-exempt continuing connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering which require disclosure pursuant to the applicable requirements under the Listing Rules.

6 **Immunity**

- 6.1 Under the Laws of the PRC and Hong Kong, none of the Controlling Shareholders, their subsidiaries, nor any of their respective 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 or arbitral tribunal, from service of process, from attachment to or in aid of execution of a judgment, arbitral award or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral award; and the irrevocable and unconditional waiver and agreement of the Controlling Shareholders in Clause 16.5 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 International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong and the PRC.

7 **Winding-Up**

- 7.1 Neither the Controlling Shareholders nor any person acting on their behalf have taken any action, nor have any Actions under any Laws been started or, to the best of the Controlling Shareholders' knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any

Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company. The Controlling Shareholders have not made any voluntary arrangement with any of their creditors and are not insolvent or unable to pay their debts as they fall due.

- 7.2 The Controlling Shareholders have not, at any time during the six-month period immediately prior to the completion of the Global Offering, sold, transferred or conducted any private placement of the Shares of the Company held by, or otherwise beneficially owned by the Controlling Shareholders.

SCHEDULE 3
CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the resolutions of the shareholders of the Company passed at a general meeting of the Company held on May 12, 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, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the Prospectus and the issue of the Preliminary Offering Circular and the Offering Circular;
 - (d) approving and authorizing the issue and the registration of the Prospectus with the Registrar of Companies in Hong Kong; and
 - (e) approving the Verification Notes.
3. Two certified true copies of the Registrar's Agreement duly signed by the parties thereto.
4. Two signed originals or certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
5. Two certified true copies of each of the business license of the Company.
6. Two certified true copies of the Articles of Association which shall become effective upon the Listing Date.
7. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
8. Two certified true copies of the service agreements or letters of appointment of each of the Directors.
9. Two signed originals or certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.

10. Two signed originals or 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 Contract” (other than this Agreement) duly signed by the parties thereto.
11. Two signed originals or certified true copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
12. Two signed originals or certified true copies of the undertaking 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 each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
14. Two signed originals of the signature pages to Verification Notes for the Prospectus duly signed by or on behalf of, among others, the Company and each of the Directors (or their respective duly authorized attorneys).
15. Two signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
16. Two signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus
17. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
18. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
19. Two signed originals of the legal opinion from AllBright Law Offices, the legal adviser to the Company as to PRC laws, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
20. Two signed originals of the legal opinion from Fangda Partners, the legal adviser to the Underwriter as to PRC Laws, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
21. Two signed originals of the legal opinions from Hogan Lovells, the legal adviser to the Company as to International Sanctions laws, dated the Prospectus Date and addressed

to, among others, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

22. Two signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.
23. Two signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
24. Two signed originals or certified true copies of the letter from each of the experts referred to in the section headed "Statutory and General Information - Other Information -Qualifications and Consents of Experts" of Appendix VI to the Prospectus (except for the Sole Sponsor), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
25. Two signed originals or certified true copies each of the certificate given by the relevant translator relating to the translation of the Prospectus and the certificate issued by Orange Financial Printing Limited as to the competency of such translator.
26. Two copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
27. Two copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
28. Two copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
29. Two certified true copies of the Compliance Adviser Agreement.
30. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.
31. Two certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Two signed originals of the Regulation S comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Two signed originals of the Regulation S bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the International Underwriters, in form satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Two signed originals of the bringdown legal opinion from AllBright Law Offices, the legal adviser to the Company as to PRC laws, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (each including a bring-down opinion of the opinion in item 19 of Part A).
5. Two signed originals of the bringdown legal opinion from Fangda Partners, the legal adviser to the Underwriter as to PRC Laws, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (each including a bring-down opinion of the opinion in item 20 of Part A).
6. Two signed originals of the legal opinions from Hogan Lovells, the legal adviser to the Company as to International Sanctions laws, dated the Listing Date and addressed to, among others, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (each including a bring-down opinion of the opinion in item 21 of Part A).
7. Two signed originals of the Hong Kong closing legal opinion from the legal advisers to the Company as to Hong Kong laws, dated the Listing Date and addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
8. Two signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
9. Two signed originals of the US no registration legal opinion from the legal advisers to the Company as to United States laws, dated the Listing Date and addressed to the representatives of the other International Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

10. Two signed originals of the US no registration legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Sole Sponsor and the representatives of the other International Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
11. Two originals of the certificate signed by the Executive Director of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
12. Two originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
13. Two originals of the certificate signed by the Chief Financial Officer of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.
14. Two originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in the form set out in Exhibit D to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Controlling Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
15. Two certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the basis of allotment and the allotment and issue of Offer Shares to the allottees.
16. Two copies of the letter from the Stock Exchange approving the listing of the Shares.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong 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 Underwriter's Applications, such applications must be made online through the White Form eIPO 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 Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Dates of Advertisement
Stock Exchange website	June 15, 2026
Company website	June 15, 2026

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);
 - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

- (iii) a partnership having:

- (A) a portfolio of not less than \$8 million; or

- (B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

- (A) a statement of account or a certificate issued by a custodian;

- (B) a certificate issued by an auditor or a certified public accountant;

- (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

- 2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

- 3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

- (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

- (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

- (vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

- 4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
- 6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:

- (A) a portfolio on the individual's own account;
- (B) a portfolio on a joint account with the individual's associate;
- (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
- (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (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 (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation,

investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

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

SIGNED by ZHAO Yue)
for and on behalf of)
SHANGHAI SEER INTELLIGENT TECHNOLOGY)
CO., LTD.)
上海仙工智能科技股份有限公司)
in the presence of)

赵越

邵秋云

邵秋云

SIGNED by ZHAO Yue

(赵越)

in the presence of

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赵越

邵秋云

邵秋云

SIGNED by ZHAO Yue
for and on behalf of
Shanghai Xianyi Enterprise Management Partnership
(Limited Partnership)
上海仙一企業管理合夥企業（有限合夥）
in the presence of

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趙越

邵秋云

邵秋云

SIGNED by ZHAO Yue

for and on behalf of

Shanghai Xiansan Enterprise Management Partnership
(Limited Partnership)

上海仙三企业管理合夥企业（有限合伙）

in the presence of

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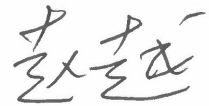
赵越

邵秋云

邵秋云

SIGNED by ZHAO Yue
for and on behalf of
Shanghai Xianwu Enterprise Management Partnership
(Limited Partnership)
上海仙五企业管理合夥企业（有限合伙）
in the presence of

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SIGNED by ZHAO Yue
for and on behalf of
Shanghai Xianliu Enterprise Management Partnership
(Limited Partnership)
上海仙六企業管理合夥企業（有限合夥）
in the presence of

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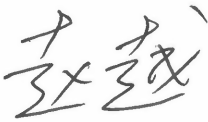
SIGNED by ZHAO Yue
for and on behalf of
Shanghai Xianqi Enterprise Management Partnership
(Limited Partnership)
上海仙七企业管理合夥企业（有限合伙）
in the presence of

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SIGNED by ZHAO Yue
for and on behalf of
Suzhou Xianwu No. 1 Enterprise Management
Partnership (Limited Partnership)
蘇州市仙伍一企業管理合夥企業（有限合夥）
in the presence of

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SIGNED by ZHAO Yue

for and on behalf of

Suzhou Xianwu No. 2 Enterprise Management
Partnership (Limited Partnership)

蘇州市仙伍二企業管理合夥企業（有限合夥）

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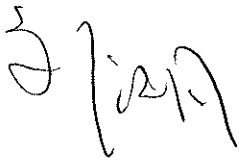
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邵秋云

邵秋云

SIGNED by LIU Jiangyue
for and on behalf of
CHINA INTERNATIONAL CAPITAL CORPORATION
HONG KONG SECURITIES LIMITED
For itself and as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS
In the presence of

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Signature:  _____
Witness: GAO Jing