

**DATED June 16, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**  
**(廣東領益智造股份有限公司)**

**ZENG FANGQIN (曾芳勤)**

**LINGSHENG INVESTMENT (JIANGSU) CO., LTD.**  
**(領勝投資(江蘇)有限公司)**

**GUOTAI JUNAN CAPITAL LIMITED**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**CLSA LIMITED**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**and**

**THE HONG KONG UNDERWRITERS**  
**(named in Schedule 1)**

---

**HONG KONG UNDERWRITING AGREEMENT**  
**relating to the Hong Kong Public Offering of H Shares in**  
**LINGYI ITECH (GUANGDONG) COMPANY**  
**(廣東領益智造股份有限公司)**

---

## TABLE OF CONTENTS

|           | Page                                                                |
|-----------|---------------------------------------------------------------------|
| <b>1</b>  | <b>DEFINITIONS AND INTERPRETATION .....3</b>                        |
| <b>2</b>  | <b>CONDITIONS.....15</b>                                            |
| <b>3</b>  | <b>APPOINTMENTS.....19</b>                                          |
| <b>4</b>  | <b>THE HONG KONG PUBLIC OFFERING.....25</b>                         |
| <b>5</b>  | <b>ALLOTMENT AND PAYMENT .....31</b>                                |
| <b>6</b>  | <b>COMMISSIONS AND COSTS.....33</b>                                 |
| <b>7</b>  | <b>STABILISATION .....36</b>                                        |
| <b>8</b>  | <b>REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.....37</b>          |
| <b>9</b>  | <b>RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES .....40</b>      |
| <b>10</b> | <b>FURTHER UNDERTAKINGS.....43</b>                                  |
| <b>11</b> | <b>TERMINATION .....51</b>                                          |
| <b>12</b> | <b>INDEMNITY .....55</b>                                            |
| <b>13</b> | <b>ANNOUNCEMENTS .....61</b>                                        |
| <b>14</b> | <b>CONFIDENTIALITY.....61</b>                                       |
| <b>15</b> | <b>NOTICES.....62</b>                                               |
| <b>16</b> | <b>GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY ....64</b> |
| <b>17</b> | <b>GENERAL PROVISIONS .....66</b>                                   |
|           | <b>SCHEDULE 1 THE HONG KONG UNDERWRITERS .....84</b>                |
|           | <b>SCHEDULE 2 THE WARRANTIES .....86</b>                            |
|           | <b>SCHEDULE 3 CONDITIONS PRECEDENT DOCUMENTS.....122</b>            |
|           | <b>SCHEDULE 4 SET-OFF ARRANGEMENTS.....128</b>                      |
|           | <b>SCHEDULE 5 FORMAL NOTICE.....130</b>                             |
|           | <b>SCHEDULE 6 PROFESSIONAL INVESTOR TREATMENT NOTICE.....130</b>    |

**THIS AGREEMENT (this “Agreement”) is made on June 16, 2026**

**BETWEEN:**

- (1) **LINGYI ITECH (GUANGDONG) COMPANY (廣東領益智造股份有限公司)**, a joint stock company incorporated in the PRC with limited liability on July 1, 1975, whose registered office is at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, the PRC, and whose A Shares have been listed on the Shenzhen Stock Exchange (stock code: 002600.SZ) (the “**Company**”);
- (2) **ZENG FANGQIN (曾芳勤)**, the chairwoman of the board of directors, executive director and general manager of the Company and a member of the Controlling Shareholders ( “**Ms. Zeng**”);
- (3) **LINGSHENG INVESTMENT (JIANGSU) CO., LTD. (領勝投資(江蘇)有限公司)**, a member of the Controlling Shareholders, whose registered office is at Room 207-1, Building 2, Fengfeng Industrial Park, Economic Development Zone, Dongtai City, Jiangsu Province, the PRC (“**Lingsheng Investment**”);
- (4) **GUOTAI JUNAN CAPITAL LIMITED**, whose registered office is at 26/F–28/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**” );
- (5) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**, whose registered office is at 26/F–28/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”);
- (6) **CLSA LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”);
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**, whose registered office is at 28/F, Chater House, 8 Connaught Road Central, Hong Kong (“**JPM**”);
- (8) **CITIGROUP GLOBAL MARKETS ASIA LIMITED**, whose registered office is at 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”); and
- (9) **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 is a joint stock company incorporated in the PRC with limited liability on July 1, 1975, and was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on November 12, 2025. As of the Latest Practicable Date, the issued share capital of the Company was RMB7,308,198,680 comprising 7,308,198,680 A Shares (including 34,031,200 A Shares repurchased by our Company pursuant to the repurchase mandates) with a nominal value of RMB1.00 each, all of which are listed on the Shenzhen Stock Exchange.
- (B) As at the date hereof, Ms. Zeng and Lingsheng Investment are regarded as a group of Controlling Shareholders, collectively holding approximately 58.13% 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 outside the United States in offshore transactions in reliance on Regulation S under the Securities Act (the “**International Offering**”).
- (D) GTJA Capital has been appointed as the sole sponsor (the “**Sole Sponsor**”). GTJA Securities has been appointed as the sponsor-overall coordinator (the “**Sole Sponsor-OC**”), and GTJA Securities, CLSA, JPM and Citi have been appointed as the overall coordinators (the “**Overall Coordinators**”) and the joint global coordinators (the “**Joint Global Coordinators**”). CLSA, JPM, Citi (in respect of Hong Kong Public Offering), Citigroup Global Markets Limited (in respect of International Offering), Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited have been appointed as the joint bookrunners (the “**Joint Bookrunners**”) and the joint lead managers (the “**Joint Lead Managers**”) in connection with the Global Offering.
- (E) In conjunction with the Global Offering, the Sole Sponsor has made an application on behalf of the Company to the Hong Kong Stock Exchange for the listing on the Main Board of, and permission to deal in, the H Shares on the Main Board of the Hong Kong Stock Exchange.
- (F) The Hong Kong Underwriters have agreed to underwrite severally (and not jointly or jointly and severally) the Hong Kong Offer Shares upon and subject to the terms and conditions hereinafter contained.
- (G) The Warrantors (as defined below) have agreed to irrevocably give the representations, warranties, undertakings and indemnities hereinafter contained in favour of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries (as defined below).
- (H) The Company, the Controlling Shareholders, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement, pursuant to which the International Underwriters will agree to severally (and not jointly or jointly and severally) procure purchasers to purchase or, failing which, purchase H Shares offered by the Company in the International Offering, upon and subject to the terms and conditions therein contained.
- (I) The Company has appointed Computershare Hong Kong Investor Services Limited to act as its H Share Registrar for the H Shares.
- (J) The Company has appointed Bank of China (Hong Kong) Limited to act as the Receiving Bank in relation to the Hong Kong Public Offering, and Bank of China (Hong Kong) Nominees Limited to act as the nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering.
- (K) At a meeting of the Board held on June 9, 2026, resolutions were passed pursuant to which, inter alia, the Directors approved, any Director was authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (L) The Company submitted the Company’s CSRC Filing Report on November 21, 2025 and the CSRC issued the notice of completion of filing on May 19, 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.

**NOW IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPRETATION**

**1.1 Defined terms and expressions:** Except where the context otherwise requires, in this Agreement, including the Recitals and the Schedules, the following terms and expressions shall have the respective meanings set out below:

**“Acceptance Date”** means June 23, 2026, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

**“Accepted Hong Kong Public Offering Applications”** means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to Clause 4.5;

**“Admission”** means the grant or agreement to grant by the Listing Committee of the Hong Kong Stock Exchange of the listing on the Main Board of, and permission to deal in, the H Shares on the Main Board of the Hong Kong Stock Exchange

**“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 and payable to Hong Kong Exchanges and Clearing Limited;

**“Analyst Presentation Materials”** means all information and documents issued, given or presented in the syndicate research analyst presentations conducted by the Company in connection with the Global Offering or otherwise provided to syndicate research analysts by the Company;

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

**“Application Proof”** means the application proof of the prospectus of the Company posted on the Hong Kong Stock Exchange’s website at [www.hkexnews.hk](http://www.hkexnews.hk) on November 20, 2025 and May 20, 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, the PRC, Singapore, Finland and India;

**“Articles of Association”** means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

**“associate”** or **“close associate”** has the meaning ascribed 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 organisation or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational, including, without limitation, the CSRC, the Stock Exchange and the SFC;

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

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

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

**“Capital Market Intermediaries”** or **“CMIs”**, and each being a **“Capital Market Intermediary”** or **“CMI”**, means the capital market intermediaries as named in the section headed “Directors and Parties Involved in the Global Offering” of 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 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 Finland Counsel”** means BORENIUS, being the Company’s legal advisers as to Finland laws, of Eteläesplanadi 2, 00130 Helsinki, Finland;

**“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 India Counsel”** means DUA ASSOCIATES, being the Company’s legal advisers as to India laws, of 202-206, Tolstoy House, 15 Tolstoy Marg, New Delhi 110001 India;

**“Company’s International Sanctions Counsel”** means King & Wood, being the Company’s legal adviser as to international sanctions laws, of 10F, Building B4, Xincheng Lingang Center, Lane 9, North Yunjuan Road, Shengang Street, Pudong New District, Shanghai, PRC;

**“Company’s Singapore Counsel”** means Drew & Napier LLC, being the Company’s legal advisers as to Singapore laws, of 10 Collyer Quay, #10-01, Ocean Financial Centre, Singapore 049315;

**“Company’s PRC Counsel”** means Jia Yuan Law Offices, being the Company’s legal advisers as to PRC laws, of 45F, Media Finance Center, Pengcheng 1st Road, Futian District, Shenzhen, PRC;

**“Company’s HK Counsel”** means Li & Partners, being the Company’s legal adviser as to Hong Kong laws, of 22F, World-Wide House, 19 Des Voeux Road, Central, Hong Kong;

**“Compliance Advisor”** means GTJA Capital;

**“Compliance Advisor Agreement”** means the agreement entered into between the Company and the Compliance Advisor on November 17, 2025, appointing the Compliance Advisor to provide 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;

**“Cornerstone Investment Agreements”** means the cornerstone investment agreements entered into, among others, the Company, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators and cornerstone investors setting out the terms and conditions subject to which such cornerstone investors have agreed to subscribe for or purchase the Offer Shares as described in the Hong Kong Prospectus;

**“CSRC”** means the China Securities Regulatory Commission 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 on February 24, 2023 (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing Rules”** means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境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 on February 17, 2023

(effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing Report”** means the filing report of the Company in relation to the Global Offering submitted to the CSRC on November 21, 2025 pursuant to Article 13 of the CSRC Filing Rules;

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

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

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

**“Disclosure Package”** shall have the meaning ascribed 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 or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, , 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 in agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

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

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

**“H Shares”** means listed ordinary share(s) in the ordinary share capital of our Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and for which an application has been made for the granting of listing and permission to deal in on the Hong Kong Stock Exchange;

**“H Share Registrar”** means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong;

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

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

**“HK eIPO White Form Service Provider”** means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong;

**“HKSCC”** means Hong Kong Securities Clearing Company Limited;

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

**“Hong Kong Offer Shares”** means 81,181,320 H Shares being initially offered by the Company under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12, as applicable;

**“Hong Kong Prospectus”** means the prospectus in agreed form, relating to the Hong Kong Public Offering, to be issued by the Company;

**“Hong Kong Prospectus Date”** means the date of issue of the Hong Kong Prospectus, which is expected to be on or around June 17, 2026;

**“Hong Kong Public Offering”** means the offering and sale of the Hong Kong Offer Shares to the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

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

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

**“Hong Kong Public Offering Over-Subscription”** has the meaning ascribed to it in Clause 4.11;

**“Hong Kong Public Offering Under-Subscription”** has the meaning ascribed to it in Clause 4.6;

**“Hong Kong Public Offering Underwriting Commitment”** 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 subscribe for, or

failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter in **Schedule 1** to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment and reallocation pursuant to Clauses 2.7, 4.9 4.11 and 4.12, as applicable, but not in any event exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter in **Schedule 1**;

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

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

**“Hong Kong Underwriters”** means the persons set forth in **Schedule 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 pursuant to Clause 4.7 which is applied to reduce the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

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

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

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

**“Intellectual Property”** means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

**“Internal Controls Consultant”** means RSM Consultants (Beijing) Co., Ltd., the internal control consultant appointed by the Company to conduct internal control review in anticipation of the Global Offering;

**“International Offer Shares”** means 730,630,560 H Shares initially proposed to be offered by the Company for purchase by, or by purchasers procured by, the International Underwriters under the International Offering, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

**“International Offering”** has the meaning ascribed thereto in the Recitals;

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

**“International Offering Underwriting Commitment”** means, in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to procure purchasers to purchase or, failing which itself as principal to, purchase pursuant to the terms of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

**“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 the Company, the Controlling Shareholders, the Overall Coordinators and the International Underwriters on or around the Price Determination Date;

**“Investor Presentation Materials”** means all information, materials and documents used issued, given or presented in any of the investor presentations and/or roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

**“Joint Bookrunners”** means GTJA Securities, CLSA, JPM, Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited;

**“Joint Global Coordinators”** means GTJA Securities, CLSA, JPM and Citi;

**“Joint Lead Managers”** means GTJA Securities, CLSA, JPM, Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited;

**“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, Singapore, Finland, India, Taiwan and South Korea) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance, and the CSRC Rules);

**“Listing”** means the listing of the H Shares on the Main Board of the Stock Exchange;

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

**“Listing Committee”** means the listing committee of the Hong Kong Stock Exchange;

**“Listing Date”** means the first day on which the H Shares commence trading on the Hong Kong Stock Exchange (which is expected to be on June 26, 2026);

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

**“Loss(es)”** has the meaning ascribed to it in Clause 12.1;

**“Main Board”** means the stock exchange (excluding the option market) operated by the Hong Kong Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Hong Kong Stock Exchange;

**“Material Adverse Change”** means a material adverse change, or any development involving a prospective material adverse change, on the profits, losses, results of operations, assets, liabilities, general affairs, business, management, performance, prospects, shareholders’ equity, position or condition (financial, trading or otherwise) 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” in the Prospectus;

**“Nominee”** means Bank of China (Hong Kong) Nominees Limited, in whose name the application moneys are to be held by the Receiving Bank under the Receiving Bank Agreement;

**“OC Announcements”** means the announcements dated November 20, 2025, November 27, 2025 and May 20, 2026 setting out the names of the overall coordinators appointed by the Company effecting a placing involving book-building activities in connection with the Global Offering, including any subsequent related announcement(s) (if applicable);

**“OC Engagement Letters”** means the Sponsor and Sponsor-OC Engagement Letter (as defined below), the engagement letter dated November 27, 2025 in respect of the Global Offering entered into between each of CLSA and JPM as an Overall Coordinator and the Company and the engagement letter dated November 26, 2025 in respect of the Global Offering entered into between Citi as an Overall Coordinator and the Company;

**“Offer Price”** means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed for under the Global Offering, to be determined in accordance with Clause 2.6 and recorded in the Price Determination Agreement;



**“Offer Shares”** means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

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

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

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

**“Overall Coordinators”** means GTJA Securities, CLSA, JPM and Citi, being the overall coordinators appointed by the Company in connection with its proposed listing on the Hong Kong Stock Exchange;

**“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 Hong Kong Stock Exchange’s website at [www.hkexnews.hk](http://www.hkexnews.hk) on June 7, 2026;

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

**“Preliminary Offering Circular”** means the preliminary offering circular dated June 17, 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);

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

**“Price Determination Date”** means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering in accordance with Clause 2.6;

**“Pricing Disclosure Package”** shall have the meaning ascribed to it 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);

**“Receiving Bank”** means Bank of China (Hong Kong) Limited.

**“Receiving Bank Agreement”** means the agreement dated June 15, 2026, entered into between the Company, the Receiving Bank, the Sole Sponsor, the Overall Coordinators and the Nominee;

**“Registrar Agreement”** means the agreement dated November 3, 2025, entered into between the Company and the H Share Registrar;

**“Relevant Jurisdictions”** has the meaning ascribed to it in Clause 11.1;

**“Reporting Accountants”** means Rongcheng (Hong Kong) CPA Limited, of Room 3203A to 05, Lippo Center Tower 2, Admiralty, Hong Kong;

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

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

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

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

**“Securities and Futures (Price Stabilising) Rules”** means the Securities and Futures (Price Stabilising) Rules (Chapter 571W of the Laws of Hong Kong) under the Securities and Futures Ordinance, 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 ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each;

**“Sole Sponsor”** means GTJA Capital, being the sole sponsor appointed by the Company in connection with its proposed listing on the Hong Kong Stock Exchange;

**“Sponsor and Sponsor-OC Engagement Letter”** means the engagement letter entered into by the Company with GTJA Capital and GTJA Securities on September 15, 2025;

**“Sole Sponsor-OC”** means GTJA Securities, being the sole sponsor-overall coordinator appointed by the Company in connection with its proposed listing on the Hong Kong Stock Exchange;

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

**“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;

**“Tax”, “Taxes” or “Taxation”** means all present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed, assessed or levied by any Authority, including all interest, additions to tax, penalties or similar liabilities with respect thereto and all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, fee, assessment, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

**“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 Hong Kong Stock Exchange;

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

**“Underwriters’ HK Counsel”** means Zhong Lun Law Firm LLP, being the Underwriters’ legal advisers as to Hong Kong laws, of 4/F, Jardine House, No. 1 Connaught Place, Central, Hong Kong;

**“Underwriters’ PRC Counsel”** means Zhong Lun Law Firm, being the Underwriters’ legal advisers as to PRC laws, of 22-24/F & 27-31/F, South Tower of CP Center, 20 Jin He East Avenue, Chaoyang District, Beijing, PRC;

**“Underwriting Commission”** has the meaning ascribed to it in Clause 6.1;

**“United Kingdom”** means the United Kingdom of Great Britain and Northern Ireland;

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

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

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

**“Verification Notes”** means the verification notes relating to the Prospectus and the verification notes relating to the CSRC Filing Report, 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, agreements and undertakings of the Warrantors as set out in **Schedule 2**; and

**“Warrantors”** means the Company and the Controlling Shareholders.

1.2 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.4 **References:** Except where the context otherwise requires, in this Agreement:

1.4.1 references to an **“affiliate”**, (i) in relation to any person, shall be to any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person, and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified; for the purposes of the foregoing, **“control”** means the power, directly or indirectly, to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlled by”** and **“under common control with”** shall be construed accordingly;

1.4.2 references to **“Clauses”**, **“Recitals”** and **“Schedules”** are to clauses of and recitals and schedules to this Agreement;

1.4.3 whenever the words **“include,” “includes”** or **“including”** are used in this Agreement, they shall be deemed to be followed by the words **“without limitation”**;

1.4.4 the terms **“herein,” “hereof,” “hereto,” “hereinafter”** and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;

1.4.5 the term **“or”** is not exclusive;

1.4.6 references to **“persons”** shall include individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);

1.4.7 the terms **“purchase”** and **“purchaser”**, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;

1.4.8 the terms **“sell”** and **“sale”**, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;

1.4.9 references to a **“subsidiary”** or **“holding company”** shall be construed to have the same meanings as defined in section 2 of the Companies (Winding Up and

Miscellaneous Provisions) Ordinance and in sections 13 and 15 of the Companies Ordinance (as the case may be);

- 1.4.10 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
  - 1.4.11 references to a document being “**in agreed form**” shall mean such document in a form agreed between the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company or identified as such by way of exchange of e-mails between (a) the Company’s HK & US Counsel; and (b) the Underwriters’ HK & US Counsel, on behalf of the Sole Sponsor and the Overall Coordinators;
  - 1.4.12 references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
  - 1.4.13 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
  - 1.4.14 references to times of day and dates are to Hong Kong times and dates, respectively;
  - 1.4.15 references to one gender shall include the other genders; and
  - 1.4.16 references to the singular shall include the plural and vice versa.
- 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 Hong Kong Underwriters and the International Underwriters, as the case may be) receiving from the Company all Conditions Precedent Documents as set out in Part A of **Schedule 3** and Part B of **Schedule 3**, in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, not later than 9:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 9:00 p.m. on the Business Day immediately before the Listing Date, or such later time/date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree respectively;
  - 2.1.2 the issue by the Hong Kong Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to

section 342A) of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, not later than 6:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date, or such later time as agreed by the Hong Kong Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be);

- 2.1.3 the Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the 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 the 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 H Shares on the Hong Kong Stock Exchange;
- 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 Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters), on the Price Determination Date (or such later date as may be agreed between the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Company) in accordance with Clause 2.5 and such agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on the Price Determination Date and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the 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;
- 2.1.8 the Warranties being true, accurate, not misleading and not being breached on and as of the date of this Agreement and the dates and times on which they are

deemed to be repeated under this Agreement (as though they had been given and made on such dates and times by reference to the facts and circumstances then subsisting);

- 2.1.9 each of the Warrantors having complied with this Agreement and satisfied all the obligations and conditions on its/her part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;
  - 2.1.10 all of the waivers and exemptions as stated in the Hong Kong Prospectus to be granted by the Hong Kong Stock Exchange or the SFC are granted, and are not otherwise revoked, withdrawn, amended or invalidated; and
  - 2.1.11 all of the Approvals and Filings in connection with the application for listing of the H 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 Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries to fulfil or procure the fulfilment of the Conditions on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Sole Sponsor, the Hong Kong Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authorities for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The 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 Condition 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 the 30<sup>th</sup> day after the date of the Hong Kong Prospectus and any such extension and the new timetable shall be notified by Sole Sponsor and the Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
  - 2.3.2 in respect of the Condition set out in Clause 2.1.1 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition and any such waiver or modification shall be notified by the Sole Sponsor and the Overall Coordinators to the Company as soon as practicable after any such waiver or modification is made.
- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 12, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or

before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

- 2.5 **No waiver in certain circumstances:** The Sole Sponsor's, the Sole Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Determination of Offer Price:** The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) reach agreement on the Offer Price, which is expected to be agreed on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by June 24, 2026 and no extension is granted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorises the Sole Sponsor and the Overall Coordinators to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Overall Coordinators may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.7 **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 institutional, professional and other investors during the book-building process in respect of the International Offering, and with the consent of the Company, reduce the indicative Offer Price range and/or the number of Offer Shares below those stated in the Hong Kong Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, cause to be published on the website of the Hong Kong Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and on the website of the Company ([www.lingyiitech.com](http://www.lingyiitech.com)) notices of the reduction. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental or new prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price. The Global Offering must first be cancelled and subsequently relaunched on FINI pursuant to the supplemental prospectus in accordance with Chapter 4.14 of the Guide for New Listing Applicants.

### 3 APPOINTMENTS

- 3.1 **Sole Sponsor-OC and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of GTJA Securities to act as the sponsor overall-coordinator and GTJA Securities, CLSA, JPM and Citi to act as



the overall coordinators in connection with the Global Offering, and each of the Sole 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. For the avoidance of doubt, their engagement under the terms and conditions of their respective engagement letter in respect of the Global Offering entered into with the Company shall continue to be in full force and effect.

- 3.2 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of GTJA Securities, CLSA, JPM and Citi as the joint global coordinators of the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.3 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of GTJA Securities, CLSA, JPM, Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited, to act as the joint bookrunners of the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of GTJA Securities, CLSA, JPM, Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited to act as the joint lead managers of the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject as hereinafter mentioned, hereby confirms its acceptance of such appointment.
- 3.5 **Sole Sponsor:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of GTJA Capital to act as Sole Sponsor of the Company in relation to its application for Admission. The Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirm and acknowledges its acceptance of such appointment.
- 3.6 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of GTJA Securities, CLSA, JPM, Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), Futu Securities International (Hong Kong) Limited and Tiger Brokers (HK) Global Limited to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters in respect of the Global

Offering entered into among them and the Company, which shall continue to be in full force and effect.

- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person so long as such affiliates or person is 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 its affiliates or any other any person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.
- 3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting agreements in respect of any part of their Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriters shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company and the relevant Hong Kong Underwriters shall remain liable to the Company for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.
- 3.10 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or CMI (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.
- 3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that (i) the Sole Sponsor, in their roles as such, are acting solely as the sponsor in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sole Sponsor-OC, in its role as such, are acting solely as the 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 Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Sole Sponsor are each acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Sole Sponsor, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Sole Sponsor, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Hong Kong Stock Exchange, either before or after the date hereof.

The Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Sole Sponsor 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 Hong Kong Stock Exchange or any process or matters leading up to such transactions, and each of the Warrantors hereby confirms its understanding and agreement to that effect (irrespective of whether any of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Sole Sponsor, the Joint Bookrunners, the Joint Lead Managers and the Capital Market Intermediaries have advised or are currently advising the Warrantors or any of them on other matters). The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Sole Sponsor, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Sole Sponsor, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries or the Sole Sponsor, as applicable, on the other hand, agree that the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries or the Sole Sponsor, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of

the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Sole Sponsor has assumed, or will assume, any fiduciary or advisory or similar responsibility in favour of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Hong Kong Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Sole Sponsor has advised or is currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the Capital Market Intermediaries are not advising the Warrantors, their respective directors, management or shareholders or any other person as to any legal, tax, investment, accounting or regulatory matters (except for, with respect to the 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 SFC Code of Conduct for Persons Licensed by or Registered with the SFC in their respective capacity as sole sponsor and overall coordinators in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Capital Market Intermediaries and their respective directors, officers and Affiliates shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor and the Capital Market Intermediaries of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of H Shares on the Hong Kong Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Hong Kong Underwriters, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Sole Sponsor and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Sole Sponsor, the Hong Kong Underwriters and the Capital Market Intermediaries and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against each of or any of the Hong Kong Underwriters, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Sole Sponsor with respect to

any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of Hong Kong Stock Exchange or any process or matters leading up to such transactions.

**3.12 No liability for Offer Price and Offering Documents: THE RIGHTS OF EACH INDEMNIFIED PARTY WHO IS NOT A PARTY TO THIS AGREEMENT UNDER THIS CLAUSE 3.12 ARE SUBJECT TO CLAUSE 17.15.**

Notwithstanding anything contained in this Agreement to the contrary, none of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and the other Indemnified Parties (as defined in Clause 12.1 hereof) shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any other Indemnified Party, including, the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.12.1 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares; and

3.12.2 any of the matters referred to in Clauses 12.1.1 to 12.1.3, and,

notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

**3.13 Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilisation activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.7 or their respective delegates under Clause 3.8. The obligations of the appointees hereunder are several (and not joint or joint and several). None of the appointees under Clauses 3.1 to 3.7 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 Sole Sponsor and 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 Sole Sponsor and the Overall Coordinators 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 THE 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 Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company's HK & U.S. Counsel on the Company's behalf, 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](http://www.hkexnews.hk) and the official website of the Company at [www.lingyiitech.com](http://www.lingyiitech.com) 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.lingyiitech.com](http://www.lingyiitech.com) and the official website of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk).
- 4.2 **Receiving Bank and Nominee:** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Bank Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the

Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar Agreement. The Company undertakes with the Sole Sponsor and the Hong Kong Underwriters that it shall 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 them in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of 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 Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allotment of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application and, where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall procure the Receiving Bank 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 a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or
- 4.5.2 in the event of a Hong Kong Public Offering Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and
- 4.5.3 the level of acceptances and the basis of allocation of the Hong Kong Offer Shares.
- 4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00

noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Underwriting Commitment has been reduced by the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase at the Offer Price, the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsubscribed Hong Kong Offer Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and the terms regarding payment procedures), provided that:

- 4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);
- 4.6.2 the number of Unsubscribed Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in **Schedule 1**):

$$N = T \times \frac{(C - P)}{(AC - AP)}$$

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsubscribed Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 4.11 and 4.12, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.11 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter’s Applications of all the Hong Kong Underwriters; and



- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in 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 Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries 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 Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Sole Sponsor and 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 Underwriters) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced pro tanto by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in **Schedule 4**.
- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the 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 Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Bank and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 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 applications for such number of Unsubscribed Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

- 4.9.2 pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsubscribed Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in accordance with the terms of the Hong Kong Public Offering) provided that while such payments may be made through the Overall Coordinators on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Overall Coordinators shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on June 25, 2026 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and will use its best endeavours to procure the H Share Registrar to duly issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Overall Coordinators to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:

- 4.11.1 subject to any required reallocation as set out in Clause 4.11.2, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications; and
- 4.11.2 in the event of reallocation of Offer Shares between the International Offering and the Hong Kong Public Offering in the circumstances where (a) the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times, or (b) the International Offer Shares are undersubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times, then at the Overall Coordinators’ sole and absolute discretion, up to 40,590,000 Offer Shares may be reallocated from the International Offering to the Hong Kong Public Offering, so that the total number of Offer Shares available for subscription under the Hong Kong Public

Offering will increase up to 121,771,320 Offer Shares, representing approximately 15% of the number of Offer Shares initially available under the Global Offering 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 6.1 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 Hong Kong 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:** If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Hong Kong Offer Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsubscribed Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.
- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or that the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Sole Sponsor and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and

permission to deal in, the H Shares on the Hong Kong 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 no later than 9:00 a.m. on June 25, 2025 (the date specified in the Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and 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 share certificates in respect thereof (each in a form complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Nominee 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 Nominee receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or 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 (3) Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) the

amounts payable by the Company pursuant to Clause 5.3 (Brokerage, Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants), Clause 5.4 (Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for the Company), Clause 6.1 (Underwriting commission), Clause 6.2 (Incentive fee) and Clause 6.4 (to the extent that such fees and expenses should be settled on the Listing Date pursuant to the engagement letters entered into between the Company and the relevant parties but have not been settled as of the Listing Date); and

- 5.2.2 to the extent that the amounts deducted by the Nominee under Clause 5.2.1 are insufficient to cover, or the Nominee does not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 6, the Company shall, and each of the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time or otherwise in accordance with the terms of this Agreement and other agreements entered into between the Company and the relevant parties, the shortfall or the amounts not so deducted, as applicable, to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$10.18 per Offer Share.

- 5.3 **Brokerage, Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for applicants in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.4 **Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 6.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominee 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, such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will procure that, in accordance with the terms of the Receiving Bank Agreement and the Registrar Agreement, the Nominee will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of applications monies and/or the distribution of refund cheques, to those successful and

unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive refunds of application monies (in whole or in part) in accordance with the terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

- 5.6 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 5.7 **No responsibility for default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters or any of their respective affiliates has any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Nominee or the H Share Registrar any other application or otherwise of funds.

## 6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** Subject to the provisions of this Clause 6, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 0.5% 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**”), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. 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 H 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 favourable to the Overall Coordinators 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.
- 6.2 **Incentive fee:** The Company, 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 0.3% 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 the Price Determination Date 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 accordance with such engagement letters between the Company and the respective Overall Coordinator or CMI and in compliance with the Code of Conduct and the requirements under the Listing Rules.

- 6.3 **Sponsor fee and other fees and expenses:** An amount equal to the sponsor fee of the Sole Sponsor (to the extent actually paid) shall be deducted from the underwriting commission payable by the Company to the Sole Sponsor or its Affiliate(s) in connection with the Global Offering pursuant to the Sponsor and Sponsor-OC Mandate, and, at the same time, any unpaid amount (if any) of the sponsor fees shall no longer be payable by the Company to the Sole Sponsor.
- 6.4 **Costs payable by the Company:** Subject to Clause 6.6, all fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Hong Kong Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including the following:
- 6.4.1 fees, disbursements and expenses of the Reporting Accountants in accordance with the arrangement letter entered into between the Company and the Reporting Accountants;
  - 6.4.2 fees, disbursements and expenses of the H Share Registrar and the HK eIPO White Form Service Provider in accordance with the respective engagement letters entered into between the Company and the H Share Registrar and the White Form eIPO Service Provider;
  - 6.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company and/or the Underwriters in accordance with the respective engagement letters or fee arrangement letters entered into between the Company and such legal advisers;
  - 6.4.4 fees, disbursements and expenses of the Internal Controls Consultant and the Industry Consultant in accordance with the respective engagement letters entered into between the Company and each of the Internal Controls Consultant and the Industry Consultant;
  - 6.4.5 fees, disbursements and expenses of any public relations consultants engaged by the Company in accordance with the engagement letter between the Company and such public relations consultants;
  - 6.4.6 fees, disbursements and expenses of the Receiving Bank and the Nominee in accordance with the engagement letter entered into between the Company and the Receiving Bank and the Nominee;
  - 6.4.7 fees, disbursements and expenses of the financial printer engaged by the Company in accordance with the engagement letter between the Company and such financial printer;
  - 6.4.8 fees, disbursements and expenses of other agents, third party service providers, consultants and advisers engaged by the Company or the CMIs and the Underwriters relating to the Global Offering subject to and in accordance with the respective engagement letters between the Company and such agents, third party service providers, consultants and advisers;

- 6.4.9 fees, disbursements and expenses related to the application for listing of and permission to deal in the H Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the Hong Kong Public Offering Documents, the CSRC Filings and any amendments and supplements thereto) with any relevant Authority (including, without limitation, the Registrar of Companies in Hong Kong and the CSRC) and the qualification of the Offer Shares in any jurisdiction;
- 6.4.10 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, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's and the Underwriters in each case subject to (i) the written engagement letters entered into between the Company and the relevant parties (including the cap specified therein, if any) and (ii) the invoices and breakdowns in respect of such costs, fees and expenses having been submitted to the Company for its approval at least 3 Business Days prior to date of payment;
- 6.4.11 all printing, document production, courier and advertising costs in relation to the Global Offering in accordance with the engagement letter between the financial printer and the Company or otherwise as approved by the Company;
- 6.4.12 all costs of preparing, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto as approved by the Company;
- 6.4.13 all costs of preparation, printing or production of this Agreement, the International Underwriting Agreement, the agreement among Hong Kong Underwriters, the agreement among International Underwriters, the agreement among syndicates, closing documents (including compilations thereof) and any other documents in connection with the offering, purchase, sale and delivery of the Offer Shares as approved by the Company;
- 6.4.14 all costs and expenses for printing and distribution of research reports, and of conducting the syndicate analysts' briefing and other presentations relating to the Global Offering as approved by the Company;
- 6.4.15 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques as approved by the Company;
- 6.4.16 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;



- 6.4.17 all fees and expenses of conducting background searches, company searches, litigation and legal proceedings searches, bankruptcy and insolvency searches and director disqualification searches in connection with the Global Offering in accordance with the engagement letters between the Company and relevant parties or as approved by the Company;
- 6.4.18 all costs and expenses related to the preparation and launching of the Global Offering subject to (i) the written engagement letters entered into between the Company and the relevant parties (including the cap specified therein, if any) and (ii) the invoices and breakdowns in respect of such costs, fees and expenses having been submitted to the Company for its approval at least 3 Business Days prior to date of payment;
- 6.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering as approved by the Company;
- 6.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 6.4.21 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.4.22 all costs, fees and out-of-pocket expenses incurred by 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 Underwriters or any of them or on their or its behalf under this Agreement or the International Underwriting Agreement in connection with the Global Offering, or incidental to the performance of the obligations of the Company pursuant to this Agreement which are not otherwise specifically provided for in this Clause 6.4 or pursuant to any other agreements between the Company and any 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 Underwriters, in each case subject to (i) the written engagement letters entered into between the Company and the relevant parties (including the cap specified therein, if any) and (ii) the invoices and breakdowns in respect of such costs, fees and expenses having been submitted to the Company for its approval at least 3 Business Days prior to date of payment,

shall be borne by the Company, and the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in this Agreement, if any costs, expenses, fees, charges or Taxation referred to in this Clause 6.4 is paid or to be paid by any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees, charges or Taxation to the relevant Sole Sponsor, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Hong Kong Underwriters or Capital Market Intermediaries exclusive of goods and services tax, value added tax and/or similar taxes or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

- 6.5 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any underwriting commission or incentive fee under Clauses 6.1 and 6.2, but the

Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed all costs, expenses, fees, charges and Taxation referred to in Clauses 6.3 and 6.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters, within 15 Business Days upon first written demand by the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be, and 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 may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominee to make such payment. All other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.4 shall be payable by the Company subject to and in accordance with the separate engagement letters or agreements entered into by the Company and the relevant parties.

- 6.6 **Time of payment of costs:** All commissions, costs, expenses, fees, charges and Taxation referred to in this Clause 6.4 shall, if not so deducted pursuant to Clause 5.2 or otherwise dealt with in the engagement letters entered into between the Company and the relevant professional parties, be payable by the Company within 15 Business Days after Listing upon first written demand by the Overall Coordinators.
- 6.7 The Controlling Shareholders, jointly and severally, unconditionally and irrevocably guarantee that if the Company does not pay any sum payable to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the Capital Market Intermediaries under this Clause 6 by the time and on the date specified for such payment, the Controlling Shareholders will be jointly and severally responsible for the payment of that sum.

## 7 STABILISATION

- 7.1 **No stabilisation by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, officers, employees, or any person acting on its or on behalf of any of the foregoing persons not to:
  - 7.1.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise;
  - 7.1.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
  - 7.1.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

## 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 **Schedule 2** hereto to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Company and the Controlling Shareholders acknowledges that each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties. Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:

8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance;

8.2.2 on the Hong Kong Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);

8.2.3 on the Acceptance Date;

8.2.4 on the Price Determination Date;

8.2.5 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);

8.2.6 immediately prior to (i) the application by the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters to purchase or the procurement of applications to purchase all or any of the Unsubscribed Hong Kong Offer Shares and (ii) payment by the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.7 the date on which the basis of allotment of the Hong Kong Offer Shares is announced;

8.2.8 immediately prior to 8:00 a.m. on the Listing Date; and

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Hong Kong Stock Exchange,

in each case with reference to the facts and circumstances then subsisting, provided that all Warranties shall remain true and accurate and not misleading as 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 Hong Kong 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 notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing as soon as practicable if it comes to her/its knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if she/it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, misleading or breached in any respect, or any significant new factors likely to affect the Hong Kong Public Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any one of the Warrantors (as the case may be).
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, 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 neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Sole Sponsor and the Overall Coordinators.
- 8.5 **Remedial action and announcements:** The Company and/or the Controlling Shareholders 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 the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which would or might (1) render untrue, inaccurate in any respect, or misleading any statement, whether of fact or opinion, contained in any of the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in any of the Offering Documents, the CSRC Filings or any of them if the same were issued immediately after the occurrence of such event or existence of such circumstance, or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings or (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 clauses (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Capital Market Intermediaries or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be reasonably required by the Sole Sponsor and the Overall Coordinators, including promptly preparing, announcing, issuing, publishing,

distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) may require and supplying the Sole Sponsor and the Overall Coordinators or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the 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 Sole 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' 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 without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by applicable Laws, in which case the Warrantors shall, first consult the 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 and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used her/their best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate and not misleading or deceptive. Notwithstanding that any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on her/its personal representatives or her/its successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the

Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters) against any other person under the same or a similar liability.

- 8.9 **Consideration:** 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 Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

- 8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

## 9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** Except for the issue, offer and sale of the Offer Shares pursuant to the Global Offering or otherwise in compliance with the Listing Rules, during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the “**First Six-Month Period**”), the Company hereby undertakes to each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries not to, not to, without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

9.1.1 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 any H Shares or 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 H Shares, as

applicable), or deposit any H Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts; or

- 9.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any H 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 H Shares, as applicable); or
- 9.1.3 enter into any transaction with the same economic effect as any transaction specified in Clause 9.1.1 or 9.1.2 above; or
- 9.1.4 offer to or agree to or announce any intention to effect any transaction specified in Clause 9.1.1, 9.1.2 or 9.1.3 above,

in each case, whether any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above is to be settled by delivery of H Shares, as applicable, or in cash or otherwise (whether or not the issue of such H Shares or other shares or securities will be completed within the First Six-Month Period). In the event that, during the period of six months commencing on the date on which the First Six-Month Period expires (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified in Clause 9.1.1, 9.1.2 or 9.1.3 above or offers to or agrees to or announces any intention to effect any such transaction, the Company shall take all reasonable steps to ensure that it will not create a disorderly or false market in the securities of the Company. Each of the Controlling Shareholders undertakes to each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Manager, the Joint Bookrunner, the Capital Market Intermediaries and the Hong Kong Underwriters to procure the Company to comply with the undertakings in this Clause 9.1. Notwithstanding the foregoing, the restrictions in this Clause 9.3 shall not prevent the Company from (i) issue of Shares as allowed under the exceptions set out in notes to Rule 10.08 of the Listing Rules; and (ii) repurchase of Shares for the purpose of employee incentive purpose in compliance with the Listing Rules and applicable Laws; and (iii) any issue of debt securities by the Company which are not convertible into equity securities of the Company or any member of the Group.

- 9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that it will, and each of the Controlling Shareholders undertakes 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 H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six-Month Period without first having obtained the prior written consent of the 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 H Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 8.08A of the Listing Rules.

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders hereby jointly and severally undertakes to each of the Company, the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the Capital Market Intermediaries that, except pursuant to the Global Offering or permitted by Note 2 and 3 to Rule 10.07 of the Listing Rules, 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:

9.3.1 she/it will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for her/it and the companies controlled by her/it 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, grant or agree to grant any option, right or warrant to purchase or subscribe for, lend 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 H Shares or other securities of the Company or any legal or beneficial 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 (the “**Locked-up Securities**”)), or deposit any H Shares or other securities of the Company with a depository in connection with the issue of depository 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 Locked-up Securities, or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 9.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 9.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above is to be settled by delivery of H Shares or other securities of the Company or in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period or the Second Six Month Period);

9.3.2 she/it will not, during the Second Six Month Period, enter into any of the transactions specified in Clause 9.3.1 (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, she/it will cease to be the de facto controller of the Company; and

9.3.3 until the expiry of the Second Six-Month Period, in the event that she/it enters into any of the transactions specified in Clause 9.3.1(i), (ii) or (iii) above or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, she/it will take all reasonable steps to ensure that she/it will not create a disorderly or false market in the securities of the Company;

The restrictions in this Clause 9.3 shall not prevent each of the Controlling Shareholders from (i) purchasing additional H Shares or other securities of the Company and disposing of such additional H 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 each of the Controlling Shareholders referred to in this Clause 9.3 or the compliance by the Company with the Minimum Public Float Requirement, (ii) using the H Shares or other securities of the Company or any interest therein beneficially owned by her/it 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) each of the Controlling Shareholders will inform the Company and the Overall Coordinators in writing, as soon as practicable, of such pledge or charge together with the number of H Shares or other securities of the Company so pledged or charged if and when she/it or the relevant registered holder(s) pledges or charges any H Shares or other securities of the Company beneficially owned by her/it, and (b) when any of the Controlling Shareholders receives indications, either verbal or written, from the pledgee or chargee of any H Shares that any of the pledged or charged H Shares or other securities of the Company will be disposed of, she/it will inform, as soon as practicable, the Company and the Overall Coordinators of such indications.

The Company hereby undertakes 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 that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules 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.

- 9.4 **Full force:** The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

## 10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will, and each of the shareholders in the Controlling Shareholders shall (if applicable) and shall undertake with respect to Clauses 10.2, 10.4, 10.10 and use their respective best endeavours to procure the Company to:

- 10.1 **Global Offering:** comply in a timely manner with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all applicable requirements of the Hong Kong 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, causing definitive share certificates representing the Hong Kong Offer Shares to be posted or made available for

collection in accordance with the terms of the Hong Kong Public Offering to successful applicants or, as the case may be, procuring that the share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant 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 obtaining all necessary Approvals and making all necessary filings (including the CSRC Filings) in relation to the Global Offering with the Registrar of Companies in Hong Kong, the Hong Kong Stock Exchange, the SFC, the CSRC and other relevant Authorities, as applicable, 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 the website of the Company at [www.lingyiitech.com](http://www.lingyiitech.com) and the website of the Hong Kong Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) the documents referred to in the section of the Hong Kong Prospectus headed “Appendix V – 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 endeavours to procure that each of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee shall comply in all respects with the terms of their respective appointments under the terms of the Registrar Agreement, any agreement between the Company and the HK eIPO White Form Service Provider, and the Receiving Bank Agreement, and all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated herein;
- 10.1.7 procuring that none of the Directors and that the relevant Director to procure none of their respective close associates (as defined in the Listing Rules) will himself/herself or themselves (or through a company controlled by him/her or them), apply to purchase Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue, publish, distribute or otherwise make available directly or indirectly to the public any statement, announcement, press release, material, information or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters);

- 10.1.9 cooperating with and fully assisting, and procuring members of the Group, the Controlling Shareholders, the substantial shareholders (as defined in the Listing Rules), associates of the Company, and/or using its best endeavours to procure any of their respective directors, officers and employees, Affiliates, agents and/or advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, 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;
- 10.1.10 notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the International Underwriters) immediately 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; or (b) 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 shareholder(s) of the Company holding more than 5% voting rights of the Company or any Group Company or a close associate of any of them;
- 10.1.11 procuring that none of the Company, any member of the Group, the Controlling Shareholders and/or any of their respective substantial shareholders, directors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40<sup>th</sup>) day immediately following the Price Determination Date;
- 10.1.12 procuring that no connected person (as defined in the Listing Rules), existing shareholder of the Company who is interested in less than 5% voting rights of the Company or their respective close associates of the Company will itself (or through a company controlled by it), apply to purchase Hong Kong Offer Shares either in its own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Hong Kong 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 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);
- 10.1.13 that no preferential treatment has been, nor will be, given to any placee and its close associates by virtue of its relationship with the Company in any allocation in the placing tranche;

- 10.1.14 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, subdivision or otherwise, but excluding the Share Subdivision) except as otherwise disclosed in the Prospectus and the Offering Circular;
- 10.1.15 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” (unless otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and no such change could be made without the consent of the Sole Sponsor and the Overall Coordinators during a period of 12 months from the Listing Date (such consent not to be unreasonably withheld), and the Company shall provide prior notice and the details of such change (if any) to the Sole Sponsor and the Overall Coordinators), 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;
- 10.1.16 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 its review;
- 10.2 **Information:** provide to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters all such information known to the Company or the Controlling Shareholders or which on due and careful enquiry ought to be known to the Company or the Controlling Shareholders and whether relating to the Group or the Company or any shareholder of the Controlling Shareholders or otherwise as may be reasonably required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Capital Market Intermediaries in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Hong Kong Stock Exchange or of the SFC or 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 and including the Listing Date, 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 at any time after the date of this Agreement up to and including the date which is the ninetieth day after the Listing Date, enter into any commitment or arrangement which in the sole opinion of any of the Sole Sponsor or the

Overall Coordinators, has or will or may have a Material Adverse Effect on the Global Offering;

- 10.3.3 take any steps which, in the sole opinion of the Sole Sponsor or the Overall Coordinators, are or will or may be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Hong Kong Prospectus and/or the CSRC Filings;
  - 10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Bank, the Nominee and the HK eIPO White Form Service Provider without the prior written consent of the Sole Sponsor and the Overall Coordinators (such consent not to be unreasonably withheld);
  - 10.3.5 at any time after the date of this Agreement up to and including the Listing Date, if applicable, amend or agree to amend any constitutional document of the Company or any of the Company's Principal Subsidiaries (as defined in Clause 11.1.2(m)), 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 Hong Kong Prospectus; or
  - 10.3.6 without the prior written approval of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent not to be unreasonably withheld), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the 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 Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMLs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;
- 10.4 **Maintaining listing:** use its best endeavours to procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the Hong Kong Stock Exchange, and comply with the Listing Rules and all requirements of the Hong Kong 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:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations, codes, requirements of the Hong Kong Stock Exchange, the SFC, the CSRC and any other Authority) including, without limitation:

- 10.5.1 delivering to the Hong Kong Stock Exchange as soon as practicable before the commencing of dealings in the H Shares on the Hong Kong Stock Exchange, the declaration to be signed by a Director and the company secretary of the Company in the form set out in Form F (published in the “Regulatory Forms” section of the Hong Kong Stock Exchange’s website) via FINI;
- 10.5.2 procuring that the audited consolidated accounts of the Company for the 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 financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;
- 10.5.3 strictly complying with the planned application of the net proceeds from the Global Offering as described in the Hong Kong Prospectus under the section headed “Future Plans and Use of Proceeds” unless otherwise changed in compliance with the Listing Rules and the requirements of the Hong Kong Stock Exchange, and the Company shall provide reasonable prior notice and details of such changes to the Sole Sponsor and obtain prior consent from the Sole Sponsor;
- 10.5.4 complying with the Listing Rules, Part XIVA of the Securities and Futures Ordinance, the CSRC Rules and/or any other applicable Laws to disclose by way of announcement or otherwise and dissemination to the public, under certain circumstances, information affecting the information contained in the Hong Kong 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 reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.5 complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information;
- 10.5.6 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notifying the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the 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;
- 10.5.7 complying with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus, the CSRC Filings and submissions to the Hong Kong Stock Exchange, the SFC and/or the CSRC;

- 10.5.8 complying with the Listing Rule requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
  - 10.5.9 complying with and procuring the Directors to comply with their obligations to assist the syndicate members in accordance with Listing Rule 3A.46, including but not limited to keeping the syndicate members informed of any material changes to information provided under Listing Rule 3A.46(1) as soon as it becomes known to the Company and its Directors;
  - 10.5.10 notifying the Stock Exchange and providing the Stock Exchange with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Listing Rule 9.11;
  - 10.5.11 keeping the Sole Sponsor and Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the Hong Kong Stock Exchange, the SFC, the CSRC or of any other relevant Authority under Clause 10.1.9, 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 Hong Kong Stock Exchange, the SFC, the CSRC or any such relevant Authority, in a timely manner, such information as the Hong Kong Stock Exchange, the SFC, the CSRC or any such relevant Authority may require;
  - 10.5.12 providing to or procuring for the Sole Sponsor and the Overall Coordinators all necessary consents to the provision of the information referred to in Clauses 10.1.8, 10.1.9, 10.5.7 to 10.5.8 and 10.5.10 herein to them; and
  - 10.5.13 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator.
  - 10.5.14 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Hong Kong 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; and
  - 10.5.15 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 H Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance.
- 10.6 **Internal controls:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Controls Consultant have been rectified or improved in accordance with the recommendations set out in the report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were

established and to allow compliance by the Company, the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Controls Consultant in its internal control report;

- 10.7 **Compliance Advisor:** maintain the appointment of such Compliance Advisor and obtain advice from such compliance advisor in relation to its compliance with the Listing Rules and all other applicable Laws, rules and regulations in such manner and for such period as set out in Rules 3A.19 and 3A.20 of the Listing Rules;
- 10.8 **Significant changes:** promptly provide full particulars thereof to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) 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, further:
- 10.8.1 promptly provide full particulars thereof to the Sole Sponsor, inform the Hong Kong Stock Exchange and the SFC of such change or matter if so required by the Sole Sponsor, the Overall Coordinators, the Underwriters or the CMIs;
- 10.8.2 if so required by the Hong Kong 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 Overall Coordinators) to the Hong Kong 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 Hong Kong Stock Exchange, the SFC, the CSRC, the Sole Sponsor and/or the Overall Coordinators may require; and
- 10.8.3 at its expense, make all necessary announcements to the Hong Kong Stock Exchange and the press to avoid a false market being created in the Offer Shares; and
- 10.8.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent not to be unreasonably withheld),

and for the purposes of this Clause, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

- 10.9 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 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 Sole Sponsor and the Overall Coordinators:** The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall be entitled, in their absolute discretion and by giving notice to the Company, to terminate this Agreement with immediate effect if at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Hong Kong Stock Exchange:

11.1.1 there develops, occurs, exists or comes into force:

- (a) any new law or regulation or any change or development involving a prospective change 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, the United States, the United Kingdom, the European Union (or any member thereof), Japan, Singapore, India, Finland, or other jurisdictions relevant to the Group 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 Hong Kong Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or the London Stock Exchange; or (ii) 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 Sole Sponsor and 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 Hong Kong 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 a senior management member of any Group Company 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 Hong Kong 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 the Controlling Shareholders or any Director or senior management members as named in the Hong Kong 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 in, or a materialization of, any of the risks set out in the section headed “Risk Factors” of the Hong Kong 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) (A) has or will or may have a material adverse effect, whether directly or indirectly, on the assets, liabilities, business, general affairs, management, prospects, shareholders’ equity, profits, losses, results of operations, position or condition, financial or otherwise, or performance of the Company or the Group as a whole; or (B) 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 (C) 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 (D) 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 or other documents in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the “**Global Offering Documents**”) was, when it was issued, or has become 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, or has become 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 Hong Kong Prospectus, constitute a material omission or misstatement in any Global Offering Documents; 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 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 breach of any of the obligations or undertakings imposed upon the Company or any of the Controlling Shareholders or any cornerstone investor (as applicable) to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; 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 Hong Kong 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 Hong Kong 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 Hong Kong 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 H Shares in issue and to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (k) any person (other than any of the Sole Sponsor and the Overall Coordinators) has withdrawn its consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and/or references to its name included in the form and context in which it respectively appears;
- (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 the Company or any of its principal members of the Group as disclosed in the Hong Kong Prospectus (the “**Principal Subsidiaries**”, each a “**Principal Subsidiary**”), or the Company or any Principal Subsidiary 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 the Company or any Principal Subsidiary or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of the Company or any Principal Subsidiary or anything analogous thereto occurs in respect of the Company or any Principal Subsidiary, as the case may be;
- (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 Sole Sponsor and 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 (D) any non-compliance of other applicable Laws in any material respect; or

- (o) that (i) a material portion of the orders placed or confirmed in the bookbuilding process or (ii) any investment commitment made by any cornerstone investors under the Cornerstone Investment Agreements signed with such cornerstone investors, 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 Sole Sponsor and 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 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 Nominee 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 forthwith pay to the Sole Sponsor and the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Sole Sponsor and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominee to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any

**12 INDEMNITY**

**THE RIGHTS OF EACH INDEMNIFIED PARTY WHO IS NOT A PARTY TO THIS AGREEMENT UNDER THIS CLAUSE 12 ARE SUBJECT TO CLAUSE 17.15.**

- 12.1 **Indemnity:** Each of the Warrantors undertakes (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”), 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, without limitation, 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:

- 12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof, PHIP, the CSRC Filings and any notices, announcements, advertisements, communications, Investor Presentation Materials or other documents relating to or connected with the Group or the Global Offering, any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or
- 12.1.2 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 to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Laws or otherwise or being or alleged to be defamatory of any person or any jurisdiction; or
- 12.1.3 any of the CSRC Filings relating to or in connection with the Global Offering, or any amendments or supplements thereto, (in each case, whether or not approved by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the CMI, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them), containing any untrue, incorrect, inaccurate or incomplete statements, materials or false records, misleading statements or omissions; or
- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information being or alleged to be incomplete or inaccurate, untrue or misleading in any respect or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or
- 12.1.5 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the CSRC Filings being or alleged to be untrue, inaccurate or incomplete, or containing false records, misleading statements or omissions; or

- 12.1.6 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.7 any breach or alleged breach on the part of any of the Warrantors of or any action or omission of any member of the Group 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 Price Determination Agreement, the Articles of Association, the International Underwriting Agreement, Offering Documents or otherwise in connection with or relating to the Global Offering; or
- 12.1.8 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.9 the execution, delivery and performance by the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI, 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 the Sole Sponsor-OC, an Overall Coordinator, a CMI or otherwise, as applicable; or
- 12.1.10 any act or omission of any member of the Group or any shareholder of the Controlling Shareholders in relation to the Global Offering; or
- 12.1.11 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
- 12.1.12 any failure or alleged failure by the Company, the Controlling Shareholders, any of the Directors, or any of the directors of the members of the Group to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or the 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
- 12.1.13 any breach or alleged breach by any member of the Group or any Director or any Controlling Shareholder of applicable Laws in any respect; or
- 12.1.14 any breach or alleged breach by the Company or the Controlling Shareholders of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.15 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company, or any of the Directors or any of the Controlling Shareholders, or any settlement of any such Proceeding;

- 12.1.16 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering;
- 12.1.17 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
- 12.1.18 any other matter arising in connection with the Global Offering,

provided that, subject to Clause 3.12, the indemnity in this Clause 12 shall not apply if any such proceedings and any such Losses suffered and incurred is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be) to have been solely and directly caused by the gross negligence, wilful default or fraud of such Indemnified Party. and the non-application of the indemnity provided for in connection with Clause 12.1.9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No 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 12), the, any Indemnifying Party to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the 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 or any other Indemnified Party 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 or the preparation or despatch of the Hong Kong Public Offering Documents; (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares, provided that, subject to Clause 3.12, the foregoing shall not exclude any liability of any Indemnified Party for such Loss incurred by the Indemnifying Party by reason of or any way arising out of limb (i) to limb (iii) in this Clause which has been finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral panel (as the case may be) to have been solely and directly caused by the fraud, wilful misconduct or gross negligence of such Indemnified Party.
- 12.3 **Notice of claims:** If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 12.1, she/it shall promptly give notice thereof to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, promptly notify the Indemnifying Parties in writing of the institution



of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve such Indemnifying Parties from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Parties may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Parties shall not (except with the consent of any Indemnified Parties) 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 Party acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of any Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred, with supporting documents for such fees and expense so incurred (if any, and to the extent reasonably practicable) being furnished to the Indemnifying Parties at the Indemnifying Parties' written request.

- 12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnified Parties will, to the extent legally permissible and commercially practicable and subject to any obligations of confidentiality, notify but are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and 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. For the avoidance of doubt, such settlement, compromise or consent judgment shall not be relied on by any Indemnified Party or served to any court with competent jurisdiction as an evidence of admission of fault, culpability or a failure to act by or on behalf of any Indemnifying Party. Any settlement or compromise by any Indemnified Party in relation to any claim shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any claim, action or demand it may have or make against the Company under this Agreement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

- 12.6 **Arrangements with advisers:** If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:
- 12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
  - 12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
  - 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within 15 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Laws. If an Indemnifying Party makes a deduction or withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **Taxation:** All payments pursuant to this Clause 12 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 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue in full force and effect notwithstanding the 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.

## 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 dispatched by the Company (or by any of its respective directors, officers, employees, consultants, advisers or agents on behalf of the Company) 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 consent not to be unreasonably withheld) except in the event and to the extent that any such announcement, circular, supplement or document is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Hong Kong Stock Exchange, the SFC and the CSRC, whether or not the requirement has the force of law and any such announcement, circular, supplement or document so made by any of the parties shall be made only after the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had an opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.
- 13.2 **Discussion with the 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 each of the Controlling Shareholders undertakes 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 Hong Kong 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:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of 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 their respective affiliates, 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 the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates, its and their respective directors, officers, employees, assignees, advisers, consultants and agents to disclose, information which would otherwise be confidential if and to the extent:
- 14.2.1 required by applicable Laws;
- 14.2.2 required, requested or otherwise compelled by any Authority to which such party is subject or submits, wherever situated, including, without limitation,

the Hong Kong Stock Exchange, the SFC and the CSRC, whether or not the requirement of information has the force of law;

- 14.2.3 required to vest the full benefit of this Agreement in such party;
- 14.2.4 disclosed to the professional 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 under a duty of confidentiality;
- 14.2.6 required or requested by the Sole Sponsor, Sole Sponsor-OC, any Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter or any of their respective affiliates for the purpose of the Global Offering;
- 14.2.7 required by the Sole Sponsor, Sole Sponsor-OC, any Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter or any of their respective affiliates to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;
- 14.2.8 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)); or
- 14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information,

provided that, in the case of Clause 14.2.3 and 14.2.8, any such information disclosed shall be disclosed only after consultation with the other parties.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall continue to apply notwithstanding the termination of this Agreement or the completion of the Global Offering.

## 15 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 (2) Business Days after the date of posting;
  - 15.2.3 if sent by airmail, five (5) Business Days after the date of posting; or

15.2.4 if sent by email, at the earlier of (i) the time the recipient acknowledges receipt; and (ii) 24 hours after transmission, unless the sender receives notification that the email has not been successfully delivered.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day. However, in the case of Clause 15.2.4 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient, it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

15.3 **Details of contact:** The relevant address and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the **Company**, to : No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
 Tel. : +86 181 2455 3320  
 Email : [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
 Attention : Bi Ran (毕冉)

If to the **Controlling Shareholders**, to : Room 207-1, Building 2, Fengfeng Industrial Park, Economic Development Zone, Dongtai City, Jiangsu Province, the PRC  
 Tel. : +86 181 2455 3320  
 Email : [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
 Attention : Bi Ran (毕冉)

If to **GTJA Capital**, to : 26/F–28/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong  
 Tel. : +852 2509 4758  
 Email : [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
 Attention : Project Future IBD team

If to **GTJA Securities**, to : 26/F–28/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong  
 Tel. : +852 2509 7791  
 Email : [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
 Attention : Project Future ECM team

If to **CLSA**, to : 18/F, One Pacific Place, 88 Queensway, Hong Kong  
 Tel. : +852 2169 0801  
 Email : [project\\_future@clsa.com](mailto:project_future@clsa.com)  
 Attention : Project Future team

If to **JPM**, to : 28/F, Chater House, 8 Connaught Road Central, Hong Kong  
 Tel. : +86 21 5200 3741  
 Email : [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)  
 Attention : Project Future team

If to **Citi**, to : 50/F, Champion Tower, Three Garden Road, Central, Hong Kong  
 Email : [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
 Attention : Project Future Team  
 :

If to any of the 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; WAIVER OF IMMUNITY**

- 16.1 **Governing law:** This Agreement and any Dispute (as defined in Clause 16.2) shall be governed by and construed in accordance with the laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and as agent for its respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including any dispute regarding non-contractual disputes or claims, ) (“**Dispute**”) shall be referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. The seat of arbitration shall be Hong Kong. The arbitration tribunal shall consist of three arbitrators, to be appointed in accordance with the Rules. 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 binding on the parties from the day it is made. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause. Notwithstanding the above, each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters shall also have the sole right:

16.2.1 to commence proceedings or pursue a claim in any court of competent jurisdiction for injunctive relief in relation to any dispute arising out of or in connection with this Agreement; or

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any proceedings commenced by a non-party to this Agreement in any court of competent jurisdiction (the “**Court Proceedings**”), to pursue claims against the Company, its Affiliates and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise).

Once a dispute is referred to arbitration or court proceedings are commenced, the other party or parties to the arbitration or court proceedings shall irrevocably submit to, respectively, the arbitration or the jurisdiction of the court in which such proceedings have been commenced.

- 16.3 **Submission to jurisdiction:** Subject to Clause 16.2, the taking of proceedings in any one or more jurisdictions shall not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the Laws of that jurisdiction.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 16 and any claim of forum non conveniens and further irrevocably agrees that any judgment or order in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.
- 16.5 **Service of documents:** Without prejudice to the provisions of Clause 16.6, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of any proceedings brought in accordance with this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.3 and marked for the attention of the person referred to in that Clause or to such other person or address in Hong Kong as may be notified by the party (as the case may be) to the other parties hereto pursuant to the provisions of Clause 15.3 or Clause 15.4. These documents may, however, be served in any other manner allowed by Laws.
- 16.6 **Process agent:** The Company has established a place of business in Hong Kong at 901A, Empire center, 68 Mody rd, Tsim Sha Tsui, Hong Kong and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Each shareholder of the Controlling Shareholders irrevocably appoint the Company, as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each shareholder of the Controlling Shareholders, each of the shareholders of the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Sole Sponsor and the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Laws.

- 16.7 Where proceedings are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall forthwith appoint an agent for the service of process in that jurisdiction acceptable to the 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, failing which the Sole Sponsor and the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

16.8 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or the Controlling Shareholders has or can claim for herself/itself or her/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, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including any arbitral award or to the extent that in any such proceedings there may be attributed to herself/itself or her/its assets, properties or revenues any such immunity (whether or not claimed), the Company or the Controlling Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

16.9 **Joinder to Third Party Proceedings:** Notwithstanding Clause 16.2, each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMI's, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters shall have the sole right in circumstances in which they become or are joined as a defendant or third party in any Court Proceeding, to pursue claims against the Company and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If the Company and/or the Controlling Shareholders are joined as a party to any Court Proceedings in accordance with this Clause 16.8, no arbitration shall be commenced or continued by any party under Clause 16.2 in respect of a Dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined.

## 17 GENERAL PROVISIONS

17.1 **Time is of the essence:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:**

17.3.1 This Agreement shall be binding on, and enure for the benefit of, the parties hereto and their respective successors, personal representative and permitted assigns.



- 17.3.2 Each of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Hong Kong Underwriters may assign, in whole or in part, the benefits of, or interest or right under Agreement, including the Warranties and the indemnities in Clauses 8 and 12, respectively, to any person. Save as aforementioned, no party to this Agreement, nor any Indemnified Party who is not a party to this Agreement, may assign or transfer all or any part of any benefit of or rights in, this Agreement. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the 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 or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).
- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by Laws or otherwise).
- 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 Sole Sponsor-OC, the Sponsor and Sponsor-OC Mandate, (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, constitutes the entire agreement between the Company, the Controlling Shareholders, the Sole Sponsor, the Sole 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 (other than the Sponsor and Sponsor-OC

Engagement Letter, the OC Engagement Letters and the CMI Engagement Letters, respectively) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Engagement Letter, 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 e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.
- 17.10 **Judgment currency indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollars amount is converted into the judgment currency for the purpose of such judgment or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.
- 17.11 **Taxation:** All payments, including without limitation reimbursements pursuant to Clause 6, to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will pay such additional amount together with the relevant payment as will ensure that the aggregate of the sums received shall, after all deductions or withholdings from such sums have been made, leave the relevant Sole Sponsor, Sole Sponsor-OC, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, CMIs or Hong Kong Underwriters, as applicable, with the same amount as they would have been entitled to receive in the absence of any such deductions or withholdings. If the Sole Sponsor, the Sole Sponsor-OC, an Overall Coordinator, a Joint Global Coordinator, a Joint Bookrunner, a Joint Lead Manager, a CMI or a Hong Kong Underwriter is required 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 Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter so that, after deducting all Taxes payable by such Sole

Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, each such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter receives the same amount as it would have been entitled to receive in the absence of any such Taxes and will further, if requested by such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, use commercially reasonable efforts to give such assistance as such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter may reasonably request to assist such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter reasonably request, promptly making available to such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter notices received from any Authority and, subject to the receipt of funds from such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter, by making payment of such funds on behalf of such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI or Hong Kong Underwriter to the relevant Authority in settlement of such Taxes. For the avoidance of doubt, no additional amount will be payable by the Company to any person under this clause with respect to any Taxes imposed on any Taxable Person pursuant to their engagement with the Company in respect of its net income received by any Tax Person in connection with this Agreement by a taxing jurisdiction where such Taxable Person (in its capacity as the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinator, the Joint Global Coordinator, the Joint Bookrunner, the Joint Lead Manager, the CMI or the Hong Kong Underwriter, as the case may be) is incorporated or is a resident for tax purposes (except one solely arising in performing the services under this Agreement).

- 17.12 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Overall Coordinators) hereby authorises the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.13 **Officer's and Controlling Shareholders' certificates:** Any certificate signed by any officer of the Company and delivered to the Sole Sponsor and the Overall Coordinators (on behalf of the Underwriters) pursuant to this Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor and each Overall Coordinator (on behalf of the Underwriters). Any certificate signed by any of the Controlling Shareholders and delivered to the Sole Sponsor and the Overall Coordinators (on behalf of the Underwriters) pursuant to this Agreement shall be deemed to be a representation and warranty by that Controlling Shareholder, as to matters covered thereby, to the Sole Sponsor and each Overall Coordinator (on behalf of the Underwriters).
- 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 she/it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against her/it, or any loss or damage or liability suffered or incurred by her/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of her/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to her/it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters and other Indemnified Parties against her/it under this Agreement) not to make any claim against any director, supervisor, officer or employee of the Company or of any other member of the Group on whom she/it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 17.15 **Contracts (Rights of Third Parties) Ordinance:** A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 17.15.1 Notwithstanding Clauses 3.12 and 12 of this Agreement, this Agreement may be rescinded, varied or terminated without the consent of and without reference to persons entitled to enforce the terms of this Agreement by virtue of the Contracts (Rights of Third Parties) Ordinance and the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries and the Hong Kong Underwriters will have no responsibility under or as a result of this Agreement to any Indemnified Party who is not a party to this Agreement.
- 17.15.2 Save as provided in Clause 17.15.3 of this Agreement, no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Ordinance by a person who is not a party to this Agreement.
- 17.15.3 Each Indemnified Party who is not a party to this Agreement shall have the right under the Contracts (Right of Third Parties) Ordinance (which shall apply to this Agreement only to the extent provided in this Clause 17.15) to enforce its rights against the Warrantors under Clause 12 and to enforce Clause 3.12, provided that, save to the extent notified in writing to the relevant Indemnified Party, the Sole Sponsor, the Overall Coordinators or the relevant Hong Kong Underwriter (without obligation and without requiring the consent of or consultation with any Indemnified Parties) will have the sole conduct of any action to enforce such rights on behalf of an Indemnified Party connected with it (including any decision as to commencement or compromise of such proceedings) but will not owe any duty or have any liability to any of the Indemnified Parties in relation to such conduct.
- 17.15.4 Save as provided in this Clause 17.15, Indemnified Parties other than the Sole Sponsor, the Overall Coordinators or the Hong Kong Underwriters will not be

entitled directly to enforce their rights against the Company or the Warrantors under this Agreement under the Contracts (Rights of Third Parties) Ordinance.

- 17.16 **Further Assurance:** The Warrantors shall from time to time, on being required to do so by the Sole Sponsor 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 or the Overall Coordinators may require to give full effect to this Agreement and secure to the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the CMI's, the Hong Kong Underwriters, or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.17 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 17.18 **Professional Investors:** Each of the Controlling Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean each of the Company and the Controlling Shareholders, and “we” or “us” or “our” shall mean the Overall Coordinators (on behalf of the Underwriters).
- 17.19 **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.
- 17.20 **Recognition of the U.S. Special Resolution Regimes**
- 17.20.1 In the event that any Sole Sponsor, Sole Sponsor-OC, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sole Sponsor-OC, Overall-Coordinator or Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 17.20.2 In the event that any Sole Sponsor, Sponsor-OC, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sole Sponsor-OC, Overall-Coordinator or Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sole Sponsor-OC, Overall Coordinator or Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 17.20.3 In this Clause 17.20:
- “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

**“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

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

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

## 17.21 **Bail-in Action**

Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements or understanding between UK Bail-in Parties and the Counterparties, each Counterparty acknowledges, accepts, and agrees that a UK Bail-in Liability arising under this Agreement may be subject to the exercise of UK Bail-in Powers by the relevant UK resolution authority and acknowledges, accepts, and agrees to be bound by:

17.21.1 the effect of the exercise of UK Bail-in Powers by the relevant UK resolution authority in relation to any UK Bail-in Liability of UK Bail-in Parties to the Counterparties under this Agreement, that (without limitation) may include and result in any of the following, or some combination thereof:

- (i) the reduction of all, or a portion, of the UK Bail-in Liability or outstanding amounts due thereon;
- (ii) the conversion of all, or a portion, of the UK Bail-in Liability into shares, other securities or other obligations of the UK Bail-in Parties or another person, and the issue to or conferral on the Counterparties of such shares, securities or obligations;
- (iii) the cancellation of the UK Bail-in Liability; and
- (iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

17.21.2 the variation of the terms of this Agreement, as deemed necessary by the relevant UK resolution authority, to give effect to the exercise of UK Bail-in Powers by the relevant UK resolution authority.

17.21.3 In this Clause 17.21:

**“Counterparties”** refers to any party in this Agreement to whom any UK Bail-in Party owes a UK Bail-in Liability under or in connection with this Agreement from time to time.

**“UK Bail-in Legislation”** means Part I of the UK Banking Act 2009 and any other law or regulation applicable in the UK relating to the resolution of

unsound or failing banks, investment firms or other financial institutions or their affiliates (otherwise than through liquidation, administration or other insolvency proceedings).

**“UK Bail-in Liability”** means a liability in respect of which the UK Bail-in Powers may be exercised.

**“UK Bail-in Parties”** refers to the relevant underwriters to which the UK Bail-in Legislation applies and each a **“UK Bail-in Party”**.

**“UK Bail-in Powers”** means the powers under the UK Bail-in Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or affiliate of a bank or investment firm, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by ZENG FANGQIN (曾芳勤) )  
duly authorised for and on behalf of )  
LINGYI iTECH (GUANGDONG) COMPANY )  
廣東領益智造股份有限公司 )





SIGNED by  
ZENG FANGQIN  
曾芳勤

)  
)  
)

A handwritten signature in black ink, appearing to be '曾芳勤' (Zeng Fangqin), written in a cursive style.

SIGNED by ZENG FANGQIN (曾芳勤) )  
duly authorised for and on behalf of )  
LINGSHENG INVESTMENT (JIANGSU) CO., LTD. )  
領勝投資(江蘇)有限公司 )



**SIGNED by Cinema Shi** )  
)  
for and on behalf of )  
**Guotai Junan Capital Limited** )

A handwritten signature in black ink, appearing to read "Cinema Shi", written in a cursive style.

**SIGNED by Jean Li**

for and on behalf of  
**GUOTAI JUNAN SECURITIES  
(HONG KONG) LIMITED**

)  
)  
)  
)  
)

A handwritten signature in black ink, appearing to be 'Jean Li', written in a cursive style.

**SIGNED by Jean Li**

for and on behalf of

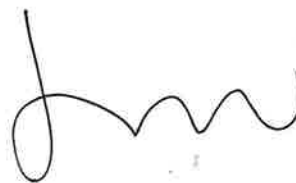
**GUOTAI JUNAN SECURITIES  
(HONG KONG) LIMITED**

for and on behalf of each of the other

**HONG KONG UNDERWRITERS**

(as defined herein)

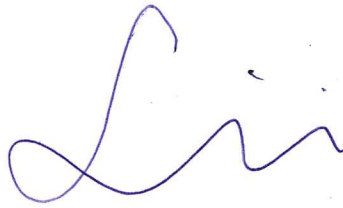
)  
)  
)  
)  
)  
)  
)  
)  
)  
)

A handwritten signature in black ink, appearing to be 'Jean Li', written in a cursive style.

**SIGNED by Li Li**

for and on behalf of  
**CLSA LIMITED**

)  
)  
)  
)



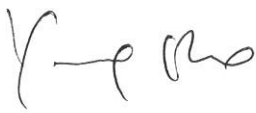
**SIGNED by Cheng Siu Kong Conrad**

for and on behalf of  
**CLSA LIMITED**

*Con*

**SIGNED by Ruo YANG**

for and on behalf of  
**J.P. MORGAN SECURITIES**  
**(ASIA PACIFIC) LIMITED**

)  
)  
)  
)  
)  




**SIGNED by Lei Li** )  
 )  
for and on behalf of )  
**CITIGROUP GLOBAL MARKETS** )  
**ASIA LIMITED** )

A handwritten signature in black ink, appearing to read 'Lei Li', is written to the right of the signature line.

**SCHEDULE 1**  
**THE HONG KONG UNDERWRITERS**

| <b>Hong Kong Underwriters</b>                                                                                                            | <b>Maximum number of Hong Kong Offer Shares to be underwritten</b> | <b>Percentage to be underwritten</b> |
|------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------|
| <b>Guotai Junan Securities (Hong Kong) Limited</b><br>27/F, Low Block<br>Grand Millennium Plaza<br>181 Queen's Road Central<br>Hong Kong | See below                                                          | See below                            |
| <b>CLSA Limited</b><br>18/F One Pacific Place<br>88 Queensway<br>Hong Kong                                                               | See below                                                          | See below                            |
| <b>J.P. Morgan Securities (Asia Pacific) Limited</b><br>28/F, Chater House<br>8 Connaught Road Central<br>Hong Kong                      | See below                                                          | See below                            |
| <b>Citigroup Global Markets Asia Limited</b><br>50/F, Champion Tower<br>Three Garden Road<br>Central<br>Hong Kong                        | See below                                                          | See below                            |
| <b>Futu Securities International (Hong Kong) Limited</b><br>34/F, United Centre<br>No. 95 Queensway<br>Admiralty<br>Hong Kong            | See below                                                          | See below                            |
| <b>Tiger Brokers (HK) Global Limited</b><br>23/F, Li Po Chun Chambers<br>189 Des Voeux Road Central<br>Hong Kong                         | See below                                                          | See below                            |
| <b>Total</b>                                                                                                                             | <b>81,181,320</b>                                                  | <b>100%</b>                          |

The maximum number of Hong Kong Offer Shares to be underwritten by each of the Hong Kong Underwriters shall be determined in the manner set out below:

$$A = B/C \times 81,181,320 \text{ H Shares}$$

Where:

“A” is the Hong Kong Underwriting Commitment by the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 81,181,320, and (iii) the number to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters.

“B” is the respective number of the International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement. For the avoidance of doubt, B is deemed to be zero if neither the relevant Hong Kong Underwriter nor any of its affiliates is an International Underwriter (as defined in the International Underwriting Agreement); and

“C” is the aggregate number of the International Offer Shares (as defined in the International Underwriting Agreement) which all the International Underwriters (as defined in the International Underwriting Agreement) and their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

## SCHEDULE 2 THE WARRANTIES

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to **the Sole Sponsor, the Sole Sponsor-OC, the Overall Coordinators, the CMIs, 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 As of the date of this Agreement, none of the Hong Kong Prospectus 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 As of the date of this Agreement, no individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Prospectus or 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 Prospectus and the Preliminary Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials relating to the Offer Shares that constitutes such a written communication).
- 1.3 All information in the PHIP is and remains complete, true and accurate and not misleading in all material respects at the time when it was made; and the PHIP is prepared in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules, as applicable, and all other Laws so far as applicable.
- 1.4 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including, without limitation the statements regarding the sufficiency of working capital, future plans, use of proceeds, 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 Prospectus, 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 Prospectus, 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 or agents; there are and will be no other facts known or which could, upon due and careful 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.
- 1.5 As of the date of this Agreement, the Hong Kong Prospectus contains 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 and 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.

- 1.6 As of the date of this Agreement, 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, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant Authority have complied and will comply with all applicable Laws, contain no untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.7 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.
- 1.8 Without prejudice to any of the other Warranties:
  - 1.8.1 the statements relating to the interests of the Warrantors and their respective directors (if applicable) in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular are complete, true and accurate and not misleading;
  - 1.8.2 the statements contained in the Hong Kong Prospectus and the Preliminary Offering Circular (A) in the sections headed “**Share Capital**” and “**Appendix III—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 III—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 “**Taxation**” and “**Appendix IV—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 III—Summary of Articles of Association**,” insofar as they purport to describe the material provisions of the Articles of Association, constitute true, complete and fair summaries of the relevant terms, Laws, regulations and documents;
  - 1.8.3 the statements relating to dividend policy contained in the Hong Kong Prospectus, and the Preliminary Offering Circular under the heading “**Summary—Dividends**” and “**Financial Information—Dividends and Dividend Policy**” represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, careful and proper consideration and inquiry;
  - 1.8.4 the statements contained in each of the Hong Kong Prospectus and 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

- 1.8.5 the reply to each question set out in the Verification Notes given by or on behalf of the Company or the Directors and all statements and information provided by or on behalf of any of the Company or the 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 Company or the Directors 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.
- 1.9 All statistical, market-related and operational or financial data and information disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular as having come from the Warrantors 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 Prospectus and the Preliminary Offering Circular as having come from a source other than the Warrantors are based on or derived from sources which the Warrantors reasonably believe to be reliable and accurate and represent the Warrantors' 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.
- 1.10 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, the Company's international sanctions legal counsel and legal and other professional advisers to the Company and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the H 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 Prospectus, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the Investor Presentation Materials, roadshow materials and Analyst Presentation 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, complete, true and accurate in all material respects and not misleading, and remains so, except as subsequently updated, amended or supplemented by information disclosed in each of the Hong Kong Prospectus, the CSRC Filings and the Preliminary Offering Circular or otherwise notified to 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.

## **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 material 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 Sole 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, the Company's international sanctions legal counsel and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC for the purpose of the Global Offering and/or the listing of the H Shares on the Stock Exchange (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 Sole 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, complete, true and accurate and not misleading in any respect, and remains so, except as subsequently updated, amended or supplemented by information disclosed in each of the Hong Kong Prospectus, the CSRC Filings and the Preliminary Offering Circular or otherwise notified to 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, and there is no other material information, which has not been provided, the omission 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 Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 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 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 As of the date of this Agreement, the Company has and upon the Listing Date will have the authorized and issued capital as set forth in the sections headed “**Capitalization and Indebtedness**” and “**Share Capital**” in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) have been issued in compliance with all applicable Laws, and (E) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Prospectus and the Preliminary Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date and (iv) 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 or for the outstanding options that have been disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 3.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus and 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 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, 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 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 Prospectus and 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 except as disclosed in the Hong Kong Prospectus, the Preliminary Offering Circular and the CSRC Filings, will be duly and validly authorised, 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 Prospectus and the Preliminary Offering Circular;
  - 4.1.3 will rank *pari passu* in all respects with the existing issued H Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
  - 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 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 share capital of the Company, including the Offer Shares, conforms to the descriptions thereof contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular, including the descriptions in the sections headed "**Capitalization and Indebtedness**," "**Share Capital**" and "**Appendix III—Summary of Articles of Association**".
- 4.4 The certificates for the Offer Shares, when issued, will be in due and proper form to be legal and valid under the Laws of the PRC and Hong Kong.
- 4.5 Except as set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the PRC, Hong Kong or the United States.

#### 5 **The Underwriting Agreements and the Operative Documents**

- 5.1 Each of this Agreement, the International Underwriting Agreement, the Hong Kong 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, or will be, duly and validly authorised, executed, and delivered by each of the Warrantors and constitutes or will constitute a legal, valid and binding agreement of the respective Warrantor, enforceable in accordance with its terms.
- 5.2 The Controlling Shareholders have been duly incorporated and are validly existing and in good standing under the Laws of their 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 Prospectus and the Preliminary Offering Circular and is capable of suing and being sued in its own name. 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.
- 5.3 The statements set forth in the sections of each of the Hong Kong Prospectus and the Preliminary Offering Circular headed, “**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), where a breach, violation or default, 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 Hong Kong 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, and 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 any of the Warrantors 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 Prospectus, the Hong Kong Public Application Documents, the Preliminary Offering Circular, the Disclosure Package and the 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 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, to the best of the Warrantors’ knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.5 The Company has taken all necessary corporate actions to authorize, and has obtained all necessary corporate 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 Prospectus, the Preliminary Offering Circular, the Disclosure Package and the 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) is in compliance with all Laws described or referred to in the Hong Kong Prospectus 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 Prospectus and the Preliminary Offering Circular; (C) is in compliance with the provisions of all such Governmental Authorizations; and (D) 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, except as in each of the cases of (A) through (D) above, as would not, individually or in the aggregate, resulted in or could result in any Material Adverse Effect.

- 6.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, 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 Prospectus and 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 Prospectus and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (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 the Hong Kong Prospectus and 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 Prospectus and 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 Prospectus and the Preliminary Offering Circular give a true, complete and fair view of the consolidated financial position of the Company and its consolidated Subsidiaries as of the dates indicated, consolidated results of operations, cash flows, consolidated comprehensive income and consolidated 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) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular are derived from the accounting records of the Group, 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; (C) 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 Prospectus and 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); (D) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (E) 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 Prospectus and the Preliminary Offering Circular that are not included as required; (F) 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 Prospectus and the Preliminary Offering Circular; and (G) 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 Prospectus and the Preliminary Offering Circular.

- 7.3 The unaudited (but reviewed) interim condensed consolidated financial information of the Company, which comprises **the condensed consolidated statements of financial position as of March 31, 2026, the condensed consolidated statements of profit or loss, the condensed consolidated statement of comprehensive income, the condensed consolidated statement of changes in equity and the condensed consolidated cash flow statements** for the three months ended March 31, 2026 and the explanatory notes thereto, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular (A) has been reviewed by the Reporting Accountants with reference to International Standard on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity; (B) has been prepared in conformity with the IFRS, including IAS 34 Interim Financial Reporting, applied on a consistent basis throughout the periods involved; (C) has been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (D) based on the Reporting Accountants' review, nothing has come to their attention that causes them to believe that the Interim Financial Information is not prepared, in all material respects, in accordance with IAS 34, (E) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Prospectus and the Preliminary Offering Circular presents fairly the combined results of operations of the Company and its Subsidiaries for the interim periods involved, (F) contains no material inaccuracies or discrepancies of any kind; (G) reflects the normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Company and the Subsidiaries for the interim period involved.
- 7.4 The valuation of Level 3 financial assets and liabilities as included in the Hong Kong Prospectus 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.
- 7.5 The prospective information as set forth in the sections **“Summary,” “Business” and “Financial Information”** of each of the Hong Kong Prospectus and 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 Prospectus, the Preliminary Offering Circular and the CSRC Filings, and in accordance with the Company’s accounting policies described in each of the Hong Kong Prospectus and 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.

- 7.6 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 there has been no material adverse change in the **issued share capital**, cash and cash equivalents, net current assets or total current assets or **long-term debt or total current liabilities** of the Company as of April 30, 2026 as compared to amounts shown in latest consolidated balance sheet of the Company as of **March 31, 2026** included in each of the Hong Kong Prospectus and the Preliminary Offering Circular.
- 7.7 (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 Prospectus and 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 Hong Kong 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 Hong Kong 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, cash flows generated from operations of the Group, 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 Hong Kong Prospectus Date.
- 7.8 The statements set forth in the section entitled “**Financial Information—Critical Accounting Policies and Estimates**” in each of the Hong Kong Prospectus and 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.

- 7.9 The sections entitled "**Financial Information—Liquidity and Capital Resources**" and "**Financial Information—Indebtedness**" in each of the Hong Kong Prospectus and 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 indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations; 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 or the Subsidiaries or the availability thereof or the requirements of the Company or the Subsidiaries for capital resources.
- 7.10 The board memorandum of profit forecast for the period ending December 31, 2026 and working capital forecast for the period ending December 31, 2027 (the "**Profit Forecast Memorandum**") has been approved by the Directors 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.
- 7.11 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no 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 Prospectus and the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith 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 CMIs 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 Prospectus and the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.12 All historical financial information contained in each of the Hong Kong Prospectus and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I and IA to the Hong Kong Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I and Appendix IA to the Hong Kong 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 Hong Kong 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 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 of the Warrantors' knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the best of the Warrantors' knowledge, 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 (A) 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 which is material to the Company or such Subsidiary, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) as of the date of this Agreement, all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with the terms, and (iii) to the best of the Warrantors' knowledge, 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 of the Warrantors' knowledge, no event has occurred, and no circumstances exist, in relation to any material 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.

## 9 Subsequent Events

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus and the Preliminary Offering Circular, and except as disclosed in the Hong Kong Prospectus and 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 Prospectus and 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) as of the date of this Agreement, 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 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus and 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 Prospectus and 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 Hong Kong 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 Prospectus and the Preliminary Offering Circular; and there has been and will be no material adverse change 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, or (ii) the Listing Date, as applicable, in each case as compared to the corresponding periods in the preceding financial year.
- 9.5 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (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 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) Each of the Company and the Subsidiaries has valid title to all real property and assets that it purports to own, in each case free and clear of all Encumbrances and defects, except as would not, individually or in the aggregate, result in a Material Adverse Effect; (B) each of the Company and the Subsidiaries has valid title to all personal assets it purports to own, in each case free and clear of all Encumbrances and defects, except as would not, individually or in the aggregate, result in a Material Adverse Effect; (C) each lease to which the Company or any Subsidiary is a party is, as against the other parties thereto, binding and enforceable in accordance with its terms; (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) there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such owned, leased or licensed property or other asset by any member of the Group, except for such Encumbrances, conditions, planning consents, orders, regulations or other restrictions which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; (H) 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, except as would not or reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; and (I) 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 Prospectus and 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 Prospectus and the Preliminary Offering Circular.

- 10.2 (A) Each of the Company and the Subsidiaries owns 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), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Prospectus and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted, and no Encumbrance over such Intellectual Property would materially and adversely affect the use of such Intellectual Property by the Company or the Subsidiaries in the ordinary course of business ; (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 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 material default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; (C) there is no material claim to the contrary or any material challenge by any other person to the rights of the Warrantors 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 Warrantors or the Subsidiaries has materially infringed or is materially infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice or claim material to the whole Group’s business 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, any material right 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 material infringement or material 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 Warrantors' 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 material 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 Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any material 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 Warrantors' 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 Warrantors' knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary materially infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Prospectus and the Preliminary Offering Circular, if any, as under development, materially 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) there is no patent or patent application that materially contains claims that interfere with the issued or pending claims of any of material Intellectual Properties owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that materially challenges the validity, enforceability or scope of any of material Intellectual Properties owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) there is no material 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 Prospectus and 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 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 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 records and systems (including but not limited to the Information Technology) and all 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 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 disruption to the business of the relevant Group Company; except for in the cases of (A) through (I) above, as would, individually or in the aggregate, result in a Material Adverse Effect.

- 10.4 There are no 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 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 as 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 material 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 Except as disclosed in the Hong Kong Prospectus 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; 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 material 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 As of the date of this Agreement, 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 of the Warrantors' knowledge, 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 Prospectus and 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 Prospectus and 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, to the best of the Warrantors' knowledge, 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, 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, present or, to the best of the Warrantors' knowledge, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give be reasonably expected to 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; and none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or, to the best of the Warrantors' knowledge, 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) 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**") in all material respects; (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 material 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, except as would not, individually or in the aggregate, result in a Material Adverse Effect; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments in 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 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 Prospectus and 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, materially and adversely 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 Anti-Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program**

- 16.1 Save as disclosed in the sanctions analysis memorandum prepared by the Company's international sanctions legal counsel in connection with the Global Offering, and except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, (A) none of the Warrantors, the Subsidiaries, their respective directors, supervisors (if any), officers, employees and, to the Warrantors' knowledge, agents 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 the subject of any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (x) is located, organised or resident in a country or territory that is a Sanctioned Country (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) (collectively, the "**Sanctioned Countries**"), (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, which could result in a violation of any Sanctions Laws and Regulations, (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 relating to countries or regions subject to comprehensive sanctions; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Prospectus and 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 any other Person for the purpose of financing any activities or business of or with any Person that is the subject of 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 the subject of any Sanctions Laws and Regulations which could result in a violation of any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including 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, and for the past five years has been, 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**") in all material respects; (E) all items of the Warrantors and the Subsidiaries, except for those manufactured in the U.S. and then sold solely within the U.S., 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, and as of the date of this Agreement 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, that at the time of the dealing or transaction is or was a Sanctioned Country or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations, which could result in a violation of any Sanctions Laws and Regulations; 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 by any Person; 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.

- 16.2 The Warrantors and the Subsidiaries have implemented policies for compliance with all applicable export control laws and regulations, including policies and procedures covering the identification and resolution of any red flags that arise during the course of transactions, and the evaluation of whether any license requirements may be applicable to items it procures or otherwise deals in.
- 16.3 All information, responses, expressions, confirmations, and representations (whether oral, written, electronic, or in any other form) supplied or disclosed by the Company or any of its officers, directors or employees for the purpose of or in connection with (i) Sanctions Laws and Regulations and (ii) Outbound Investment Rules (31 C.F.R. § 850) are true, complete, accurate, and not misleading in all material respects as of the time it was so supplied or disclosed.
- 16.4 Neither the Company nor its subsidiaries is a “covered foreign person,” as that term is defined in 31 C.F.R. § 850.209. The consummation of the transactions contemplated by this Agreement will not result in (a) any person becoming a covered foreign person or (b) a “person of a country of concern” (as defined in 31 C.F.R. § 850.221) engaging in a “covered activity,” as that term is defined in 31 C.F.R. § 850.208 (“**Covered Activity**”). Neither the Company nor any of its subsidiaries engage, or have plans to engage, in a Covered Activity and the Company does not, directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direction of the management or policies of any person or persons that engages or plans to engage in any Covered Activity.
- 16.5 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 as of the date of this Agreement, the Warrantors and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws in all material respects 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.

- 16.6 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.
- 16.7 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 Warrantors’ knowledge, threatened.

## 17 **Experts**

- 17.1 Each of the experts named in the section headed “**Appendix IV—Statutory and General Information—Other Information—Qualifications of Experts**” of the Hong Kong Prospectus and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free 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 Prospectus and the Preliminary Offering Circular and has not withdrawn its consent.
- 17.2 (A) As of the date of this Agreement, the factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Company’s international sanctions legal counsel 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, the Company’s international sanctions legal counsel, 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 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 Prospectus and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the H Shares on the Stock Exchange, and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other 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, the Company’s international sanctions legal counsel 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) the market positioning of the Company contained in the Industry Consultant Report 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 Hong Kong Prospectus, the Preliminary Offering Circular and the 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 Prospectus and 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, be entered into or terminated, nor will the terms of any Material Contracts so disclosed and filed 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 material breach of terms thereof; (C) each of the contracts listed as being material contracts in the section of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular headed “**Appendix IV—Statutory and General Information—Further Information About Our Business—Summary of Our Material Contract**” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 19.2 Except as disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular, 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 As of the Listing Date, 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 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, other than those disclosed in the Hong Kong Prospectus and for which a waiver from the Stock Exchange has been obtained, where required.
- 19.8 In respect of the connected transactions (as defined in the Listing Rules and in accordance with the guidance from the Stock Exchange) of the Group (the “**Connected Transactions**”) disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Prospectus and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Hong Kong Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of such Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Prospectus and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.
- 19.9 Except as disclosed in the Hong Kong Prospectus and 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 To the best of the Warrantors' knowledge, 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 Hong Kong Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is 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 Prospectus and the Preliminary Offering Circular headed, respectively, "**History, Development and Corporate Structure**" and "**Appendix IV—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 As of the date of this Agreement, 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, except that would not, individually or in aggregate, cause a Material Adverse Effect, or; (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets, except that would not, individually or in aggregate, cause a Material Adverse Effect; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries, except that would not, individually or in aggregate, cause a Material Adverse Effect.
- 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 material 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 Prospectus and 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 Prospectus and 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 CMI, 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 Prospectus and the Preliminary Offering Circular.
- 20.7 There are no actions, suits, proceedings, investigations or inquiries pending, 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 Prospectus and the Preliminary Offering Circular headed "**History, Development and Corporate Structure**" and "**Appendix IV—Statutory and General Information.**"

## 21 **Cornerstone Investment**

- 21.1 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.
- 21.2 (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.

**22 Taxation**

- 22.1 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) 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 Prospectus and 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 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 disclosed in the Hong Kong Prospectus and the Preliminary Offering Circular 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 No stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to Hong Kong, 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 offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus and the Preliminary Offering Circular, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in the Hong Kong Prospectus and 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.

**23 Dividends**

- 23.1 Except as disclosed in in each of the Hong Kong 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 Hong Kong, the PRC, the United States 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; except as disclosed in in each of the Hong Kong Prospectus and the Preliminary Offering Circular, 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 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, to the best of the Warrantors' knowledge, 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 or could reasonably be expected to adversely affect the power or ability of any of the Warrantors to perform its/his obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Prospectus or 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 material 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 in any material respects.
- 24.2 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 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 Shares and any associated securities; (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares; or (C) which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the Stock Exchange or any other Authority including those in relation to bookbuilding and placing activities.
- 25.2 As of the date of this Agreement, 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.
- 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 Prospectus and 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 Prospectus and 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 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 The choice of law provisions set forth in this Agreement will be recognized and given effect to by the courts of Hong Kong and the PRC; each of the Warrantors can sue and be sued in its own name under the Laws of Hong Kong and the PRC; the agreement by the Warrantors to resolve any dispute by arbitration at the HKIAC, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Agreement, the waiver and agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by the courts of Hong Kong and the PRC; service of process effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Warrantors; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Warrantors under this Agreement will be recognized and enforced in the courts of Hong Kong and the PRC, subject to the conditions described under the section headed “**Enforceability of Civil Liabilities**” in each of the Hong Kong Prospectus and 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 under 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**

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 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 Shareholder 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 Prospectus and 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 CMIs 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 Sole 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 Prospectus and 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 Prospectus and the Preliminary Offering Circular.

**SCHEDULE 3**  
**CONDITIONS PRECEDENT DOCUMENTS**

**Part A**

1. Five certified true copies of the resolutions of the Board (or a meeting of a duly authorised committee of the Board):
  - 1.1 approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
  - 1.2 approving the Global Offering and any issue of H Shares pursuant thereto;
  - 1.3 approving and authorising the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;
  - 1.4 approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong;
  - 1.5 approving the Verification Notes.
2. Five certified true copies of the resolutions or minutes of extraordinary general meeting of the shareholders of the Company in relation to the Global Offering as referred to in Appendix IV to the Hong Kong Prospectus.
3. Five certified true copies of the resolution of the board of directors (or similar authority) of Lingsheng Investment approving, among other things, this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.
4. Five printed copies of the Hong Kong Prospectus duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, five certified true copies of the relevant powers of attorney.
5. Five signed originals or certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.
6. Five signed originals or certified true copies of the service contracts (or letters of appointment in respect of the independent non-executive Directors) of each of the Directors.
7. Five certified true copies of each of the contracts referred to in the section of the Hong Kong Prospectus headed “Appendix IV – Statutory and General Information – 2. Further Information about our Business – A. Summary of Our Material Contracts” (other than this Agreement) duly signed by the parties thereto.



8. Five certified true copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus and the authorisation to register the Hong Kong Prospectus issued by the Hong Kong Stock Exchange.
9. Five original or certified true copies of the memorandum of profit forecast and the working capital forecast approved by the Board.
10. Five signed originals of the accountants' report of the Group from the Reporting Accountants dated the Hong Kong Prospectus Date, the text of which is contained in Appendix I to the Hong Kong Prospectus.
11. Five signed originals of the letters from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company and copying the Sole Sponsor, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators, which letters shall, inter alia, confirm the indebtedness statement contained in the Hong Kong Prospectus and comment on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
12. Five signed originals of the letter from the Reporting Accountants, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Hong Kong Prospectus.
13. Five signed originals of the comfort letter from the Reporting Accountants, dated the date of the Hong Kong Prospectus and addressed to 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 Hong Kong Prospectus.
14. Five signed originals of the legal opinions of the Company's PRC Counsel as to PRC laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
15. Five signed originals of the legal opinion of the Company's Finland Counsel, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
16. Five signed originals of the legal opinion of the Company's India Counsel, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
17. Five signed originals of the legal opinion of the Company's Singapore Counsel, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
18. Five signed originals of the legal opinions of the Company's HK Counsel as to Hong Kong laws, dated the Hong Kong Prospectus Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.

19. Five signed originals of the legal memorandum of the Company's International Sanctions Counsel in respect of international sanctions analysis on the relevant business activities of the Company, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
20. Five signed originals or certified true copies of the letter from each of the experts referred to in the section headed "5. Other Information - Consents of Experts" of Appendix IV to the Prospectus (except for the Sole Sponsor), dated the Hong Kong Prospectus Date, consenting to the issue of the Hong Kong Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.
21. Five signed originals of the legal opinions of the Underwriters' PRC Counsel as to PRC laws, dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
22. Five printed copies of the internal control report prepared by the Internal Controls Consultant, which report shall confirm certain matters relating to the Company's internal control.
23. Five signed originals of the report from the Industry Consultant, dated the Hong Kong Prospectus Date.
24. Five signed originals of the signature pages to the Verification Notes for the Prospectus and the Verification Notes for the CSRC Filing Report duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys) and any other person to whom responsibility is therein assigned (other than the Sole Sponsor and the Overall Coordinators).
25. Five certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
26. Five certified true copies of the Registrar Agreement duly signed by the parties thereto.
27. Five certified true copies of the Articles of Association which shall become effective upon the Listing Date.
28. Five signed originals or certified true copies of the undertaking from the Company to the Hong Kong Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
29. Five signed originals or certified true copies of the undertaking from the Controlling Shareholders to the Hong Kong Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
30. Five signed originals or certified true copies of the certificate given by the relevant translator relating to the translation of the Hong Kong Public Offering Documents and the certificate issued by Toppan Nexus Limited as to the competency of such translator.
31. Five certified true copies of the Compliance Advisor Agreement between the Company and the Compliance Adviser.
32. Five certified copies of the current business licence of the Company.

33. Five copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).
34. Five copies of the notice of completion of filing issued by CSRC in connection with the Global Offering and the listing of the H Shares on the Stock Exchange.
35. Five certified copies of the business registration certificate of the Company, the certificate of registration of the Company under Part 16 of the Companies Ordinance and all certificates of registration of alteration of name of the Company.
36. Five certified copies of the FINI Agreement duly signed by the parties thereto.

## **Part B**

1. Five 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. Five signed originals of the Regulation S comfort letter 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. Five signed originals of the Regulation S bringdown comfort letter 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 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.
4. Five signed originals of the legal opinions of the Company's PRC Counsel, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 14 of Part A).
5. Five signed originals of the legal opinion of the Underwriters' PRC Counsel, addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 21 of Part A).
6. Five signed originals of the legal opinion of the Company's Finland Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 15 of Part A).
7. Five signed originals of the legal opinion of the Company's India Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and

substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 16 of Part A).

8. Five signed originals of the legal opinion of the Company's Singapore Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 17 of Part A).
9. Five signed originals of the legal opinion of the Company's HK Counsel, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 18 of Part A).
10. Five signed originals of the legal memorandum of the Company's International Sanctions Counsel in respect of international sanctions analysis on the relevant business activities of the Company, dated the Listing Date and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters), and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators (including a bring-down opinion of the opinion in item 19 of Part A).
11. Five signed originals of the U.S. no registration legal opinion from the Company's HK & US Counsel, addressed to the representatives of the other International Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
12. Five signed originals of the legal opinion as to Hong Kong laws of the Company's HK & US Counsel, addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
13. Five signed originals of the legal opinion as to Hong Kong laws of the Underwriters' HK Counsel, addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor and the Overall Coordinators.
14. Five signed originals of the certificate of the chief executive officer and the chief financial officer of the Company, dated the Listing Date, and in agreed form, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
15. Five signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, and in agreed form, which letter shall cover, inter alia, the truth and accuracy as of the Listing Date of the representations and warranties of such Controlling Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.
16. Five signed originals of the certificate of the chief executive officer and the chief financial officer of the Company, dated the Listing Date, and in agreed form, which certificate shall cover financial and key operational data contained in each of the Hong Kong Prospectus, the Pricing Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.

17. Five signed originals of the certificate of the joint company secretaries of the Company, dated the Listing Date, in the form set forth in a Schedule to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
18. Five certified true copies of Form F (Declaration of Compliance) submitted to the Hong Kong Stock Exchange.
19. Five certified true copies of the written resolutions by or meeting minutes of the authorized attorneys of the Board approving and/or ratifying (as applicable) the determination of the final Offer Price, the basis of allocation and the allotment and issue of the Offer Shares to the allottees.
20. Five signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.
21. Five certified true copies of the letter from the Hong Kong Stock Exchange approving the listing of the H Shares.

#### **SCHEDULE 4**

#### **SET-OFF ARRANGEMENTS**

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at [www.eipo.com.hk](http://www.eipo.com.hk) or by giving electronic application instructions through the HKSCC EIPO channel complying in all respects with the terms set out in the section headed "How to apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Records of such applications will have to be provided to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must be identified with the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly indicated on the applications "Hong Kong Underwriter's Application", to the extent applicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

**SCHEDULE 5**  
**FORMAL NOTICE**

The Formal Notice is to be published on the official website of the Hong Kong Stock Exchange and the website of the Company on the following date:

| <b>Name of Publication</b>       | <b>Date of Advertisement</b> |
|----------------------------------|------------------------------|
| Hong Kong Stock Exchange website | June 17, 2026                |
| Company website                  | June 17, 2026                |

**SCHEDULE 6**  
**PROFESSIONAL INVESTOR TREATMENT NOTICE**

1. You are a Professional Investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:
  - 1.1 a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as stated in its latest audited financial statements prepared within the last 16 months, or in the latest audited financial statements prepared within the last 16 months of the relevant trust or trusts of which it is trustee, or in custodian statements issued to the trust corporation in respect of the trust(s) within the last 12 months;
  - 1.2 a high net worth individual having, alone or with associates on a joint account, a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in a certificate from an auditor or professional accountant or in custodian statements issued to the individual within the last 12 months;
  - 1.3 a high net worth corporation or partnership having total assets of at least HK\$40 million (or equivalent) or a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as stated in its latest audited financial statements prepared within the last 16 months or in custodian statements issued to the corporation or partnership within the last 12 months; and
  - 1.4 a corporation the sole business of which is to hold investments and which is wholly owned by any of the following persons (i) a trust corporation that falls within paragraph 1.1 above; (ii) an individual who, alone or with associates on a joint account, falls within paragraph 1.2 above; and (iii) a corporation or partnership that falls within paragraph 1.3 above.

We have categorised you as a Professional Investor based on information you have given us. You will inform us promptly in the event any such information ceases to be true and accurate. You will be treated as a Professional Investor in relation to all investment products and markets.

2. As a consequence of your categorisation as a Professional Investor, we are not required to fulfil certain requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission (the “**Code**”) and other Hong Kong regulations. While we may in fact do some or all of the following in providing services to you, we have no regulatory responsibility to do so.

2.1 Client agreement

We are not required to enter into a written agreement complying with the Code relating to the services that are to be provided to you.

2.2 Risk disclosures

We are not required by the Code to provide you with written risk warnings in respect of the risks involved in any transactions entered into with you, or to bring those risks to your attention.

2.3 Information about us



We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact.

2.4 Prompt confirmation

We are not required by the Code to promptly confirm the essential features of a transaction after effecting a transaction for you.

2.5 Information about clients

We are not required to establish your financial situation, investment experience or investment objectives, except where we are providing advice on corporate finance work.

2.6 Nasdaq–Amex Pilot Program

If you wish to deal through the Hong Kong Stock Exchange in securities admitted to trading on the Hong Kong Stock Exchange under the Nasdaq–Amex Pilot Program, we are not required to provide you with documentation on that program.

2.7 Suitability

We are not required to ensure that a recommendation or solicitation is suitable for you in the light of your financial situation, investment experience and investment objectives.

2.8 Investor characterisation/disclosure of transaction related information

We shall not be subject to the requirements of paragraph 5.1A of the Code relating to know your client investor characterisation and paragraph 8.3A of the Code relating to disclosure of transaction related information.

3. You have the right to withdraw from being treated as a Professional Investor at any time in respect of all or any investment products or markets on giving written notice to our Compliance Departments.
4. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
5. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Professional Investor.
6. By entering into this Agreement, you hereby agree and acknowledge that we or our affiliates (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

基石投资协议

2026年6月15日

广东领益智造股份有限公司

与

广发基金管理有限公司

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 22        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 25        |
| 12. 管辖法律及司法权区.....  | 27        |
| 13. 豁免权.....        | 28        |
| 14. 法律程序文件代理人.....  | 28        |
| 15. 副本.....         | 28        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 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，其注册办事处地址位于广东省珠海市横琴新区环岛东路 3018 号 2608 室（“**投资者**”）
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰**”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰证券**”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“**花旗**”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“**中信**”）；及
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“**独家保荐人**”；国泰证券，“**保荐人兼整体协调人**”；国泰证券、花旗、中信及 JPM，统称及各自称为“**整体协调人**”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。

- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券

及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或
- (iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以

交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如附表一所计算）；

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

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

“**上市日期**”指 H 股首次于联交所上市的日期；

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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**自有资金投资为基础**”指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**S 规例**”指证券法项下的 S 规例；

“**监管机构**”具有第 6.2(i)条赋予该词的涵义；

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

“**人民币**”指人民币，中国的合法货币；

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

“**证监会**”指香港证券及期货事务监察委员会；

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

“**股份**”指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；



“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义；及

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法

人资格)的提述;

- (j) 对“**包括**”的提述应被解释为包括但不限于; 及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知(不晚于上市日期前三个营业日), 选择通过作为专业投资者的投资者全资附属公司认购投资者股份, 且该全资附属公司是非美国人士, 且并非为了美国人士或代表美国人士的利益而购买投资者股份; (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份, 前提是:

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额, 以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务, 而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外, 投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

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

- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
- (c) 联交所上市委员会已批准股份的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

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

- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第

8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv) 上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。为免生疑，倘投资者股份数量依据本第 4.6 条获得调整，各方须真诚合作以落实该等调整，包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整，且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士（视乎情况而定）各自因其控制以外的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事（如适用）、雇员、职员、关联方、合伙人、代理人、顾问及代表（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下，本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而，根据本条款 4.7 的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii) 直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv) 同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将确保 (a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成 H 股市场混乱或虚假。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独

家保荐人及整体协调人。

- 5.4 投资者同意其持有本公司股本是以其公募基金或其资产管理计划募集的资金投资为基础并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以其公募基金或其资产管理计划募集的资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用其公募基金或其资产管理计划募集的资金投资认购投资者股份，未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律行动；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方

面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；

- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具有误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第



19A.13C 条取代)项下的自由流通量要求;或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定,即首次公开发售中,至少 40% 的初始发售股份须分配予配售部分的投资者(不包括基石投资者);

- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间,本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议,作为国际发售的一部分;
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任;
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记,且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让,除非按照有效的登记声明或证券法登记要求的豁免,或交易不受证券法登记要求的约束,或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益,除非该司法管辖区适用法律允许;
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例,在美国境外在“境外交易”(定义见证券法 S 规例)中进行,且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行,且任何代表投资者股份证书应附带实际具有该等作用的提示语;
- (n) 其理解,本公司、整体协调人、独家保荐人或国际发售的任何国际包销商,或其各自的子公司、联属公司、董事、监事(如适用)、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述;
- (o) 除第 5.2 条项下规定外,若一家投资者的全资附属公司持有任何投资者股份,只要该附属公司于禁售期届满之前继续持有任何投资者股份,投资者须促使该附属公司始终作为投资者的全资附属公司,并继续恪守及遵守本协议下的条款及条件;
- (p) 其已收到(及将来可能收到)可构成有关投资者投资于(及持有)投资者股份的重大、非公开信息及 / 或内幕信息(定义见证券及期货条例)的信息,且其(i)不会将该等信息披露给任何人士,除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表(“**授权接收人**”)披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外,直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息,及/或不再构成《证券及期货条例》所界定的内幕消息;(ii)尽其全力确保其授权接收人(按照本第 6.1(q)条向其披露了该等信息)不会向任何人士披露该等信息,除了严格基于有必要知晓的原则向其他授权接收人披露的之外;并且(iii)不会并将确保其

授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其附属人士或联系人的其他证券或衍生工具；

- (q) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
  - (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
  - (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (s) 投资者或其任何附属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；
- (t) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (u) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或独家保荐

人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；

- (v) 整体协调人、独家保荐人、其他包销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、监事、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (w) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (x) 其已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇员、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；
- (y) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调

人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；

- (z) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (aa) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (bb) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (cc) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (dd) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费。

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第三方的同意、批准或授权，除第 3.1 条所列条件外；

- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；
- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业

务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；

- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；
- (o) 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。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务；
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；

- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其联属公司、董事、高级管理人员、雇员或代理人于本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；
- (aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及
- (bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐

人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。

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



- (a) 其依据中华人民共和国的法律依法成立并有效存续；
  - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
  - (c) 在遵守第 4.2 条作出付款并且遵守第5.1 条规定的禁售期的前提下，投资者股份将并且在根据第 4.3 条交付给投资者时已缴清股款，可自由转让、且不含所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的 H 股享有同等地位；
  - (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
  - (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。
- 6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的 H 股的其他投资者具有相同权利。
- 7. 终止**
- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2 条、第 4.5 条或第 4.7 条终止；
  - (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第 5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
  - (c) 所有各方书面同意后终止本协议。
- 7.2 在不损害第 7.3 条规定的原则下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。
- 7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条、第 13 条及第 14 条在任何情况下应继续有效。

## 8. 公布和保密

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

## 9. 通知

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

如向公司发送通知，则发送至：

地址：中国广东省江门市蓬江区龙湾路 8 号  
电子邮箱：bi.ran@lingyiitech.com  
收件人：毕冉

如向投资人发送通知，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  
电子邮箱：[lihy@gffunds.com.cn](mailto:lihy@gffunds.com.cn), [sun\\_yu@gffunds.com.cn](mailto:sun_yu@gffunds.com.cn),  
[lijiaji@gffunds.com.cn](mailto:lijiaji@gffunds.com.cn)  
收件人：李海燕

如向国泰发送通知，则发送至：

地址：香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱：[cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
收件人：Future IBD Team

如向国泰证券发送通知，则发送至：

地址：香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱：[ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
收件人：Future ECM Team

如向花旗发送通知，则发送至：

地址：香港中环花园道 3 号冠君大厦 50 楼  
电子邮箱：[projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
收件人：Project Future Team

如向中信发送通知，则发送至：

地址：香港金钟道 88 号太古广场一座 18 楼  
电子邮箱：[project\\_future@clsa.com](mailto:project_future@clsa.com)  
收件人：Project Future Team

如向 JPM 发送通知，则发送至：

地址：香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人: Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定，独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.10 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
  - (b) 在未获得第 10.9(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
  - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反

的任何规定，本公司、整体协调人及独家保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。

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

## 11. 承认美国特别处理机制

- 11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。

- 11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

- 11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：

11.3.1 “BHC 法案联属人士”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；

11.3.2 “被涵盖实体”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

11.3.3 “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；

11.3.4 “美国特别处理机制”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## 12. 管辖法律及司法权区

- 12.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

- 12.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均

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

### **13. 豁免权**

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

### **14. 法律程序文件代理人**

- 14.1 投资者不可撤销地委任位于香港的香港湾仔骆克道 81 号广发大厦 25 楼，[product@gffunds.com.hk](mailto:product@gffunds.com.hk)，广发国际产品团队，代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。
- 14.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

### **15. 副本**

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

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

为及代表：

广东领益智造股份有限公司

签署：



姓名： 曾芳勤

职务： 执行董事



为及代表：

广发基金管理有限公司

签署：

李耀柱

---

姓名：李耀柱

职务：国际业务部总经理

为且代表

国泰君安融资有限公司

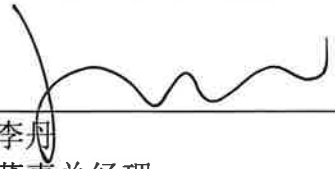


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a 'W' and a horizontal stroke at the end.

为且代表

中信里昂證券有限公司



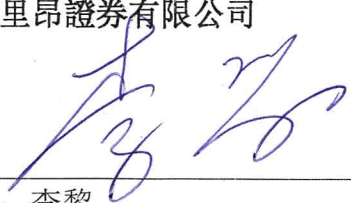
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理

为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 32,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。



## 附表二

### 投资者详情

#### 投资者

|                                                           |                                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 注册成立地:                                                    | 广东省珠海市横琴新区环岛东路3018号2608室                                                                                                                                                                                                                                                                                                              |
| 注册证书编号:                                                   | 无                                                                                                                                                                                                                                                                                                                                     |
| 商业登记号码:                                                   | 9144000075289231                                                                                                                                                                                                                                                                                                                      |
| 法人机构识别编码:                                                 | 无                                                                                                                                                                                                                                                                                                                                     |
| 营业地址及电话及联系人:                                              | 广州市海珠区琶洲大道168号星河湾中心36层, 李海燕, 020-89188562                                                                                                                                                                                                                                                                                             |
| 主要业务:                                                     | 资产管理                                                                                                                                                                                                                                                                                                                                  |
| 最终控股股东:                                                   | 广发证券股份有限公司                                                                                                                                                                                                                                                                                                                            |
| 最终控股股东的注册地:                                               | 广东省广州市黄埔区中新广州知识城腾飞一街2号618室                                                                                                                                                                                                                                                                                                            |
| 最终控股股东的商业登记号码及法人机构识别编码:                                   | 91440000126335439                                                                                                                                                                                                                                                                                                                     |
| 最终控股股东的主要业务:                                              | 投资银行与经纪业                                                                                                                                                                                                                                                                                                                              |
| 股东及持有之权益:                                                 | 54.53%                                                                                                                                                                                                                                                                                                                                |
| 相关投资者类别(联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别): | 基石投资者                                                                                                                                                                                                                                                                                                                                 |
| 将纳入招股章程中的有关投资者的描述:                                        | <p>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.</p> <p>GF Fund Management was established on</p> |

August 5, 2003. As of December 31, 2025, its assets under management exceeded RMB2 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. (“**GF Securities**”), a company limited by shares listed on The Stock Exchange of Hong Kong Limited (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 Hong Kong Securities and Futures Commission 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 interest.

基石投资协议

2026年6月15日

广东领益智造股份有限公司

与

广发国际资产管理有限公司

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 22        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 25        |
| 12. 管辖法律及司法权区.....  | 27        |
| 13. 豁免权.....        | 28        |
| 14. 副本.....         | 28        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 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，其注册办事处地址位于香港湾仔骆克道 81 号广发大厦 25 楼（“**投资者**”）
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰**”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰证券**”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“**花旗**”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“**中信**”）；及
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“**独家保荐人**”；国泰证券，“**保荐人兼整体协调人**”；国泰证券、花旗、中信及 JPM，统称及各自称为“**整体协调人**”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。

- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券

及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或
- (iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以

交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如附表一所计算）；

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

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

“**上市日期**”指 H 股首次于联交所上市的日期；



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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**自有资金投资为基础**”指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**S 规例**”指证券法项下的 S 规例；

“**监管机构**”具有第 6.2(i)条赋予该词的涵义；

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

“**人民币**”指人民币，中国的合法货币；

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

“**证监会**”指香港证券及期货事务监察委员会；

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

“**股份**”指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义；及

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法

人资格)的提述;

- (j) 对“**包括**”的提述应被解释为包括但不限于; 及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知(不晚于上市日期前三个营业日), 选择通过作为专业投资者的投资者全资附属公司认购投资者股份, 且该全资附属公司是非美国人士, 且并非为了美国人士或代表美国人士的利益而购买投资者股份; (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份, 前提是:

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额, 以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务, 而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外, 投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

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

- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
- (c) 联交所上市委员会已批准股份的上市并准许买卖 H 股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖 H 股之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

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

- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期、至少一(1)个营业日之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条

取代)项下的最低公众持股量规定或联交所批准的其他规定;或(iii)上市规则第8.08A条(经修订并由第19A.13C条取代)项下的自由流通量要求;或(iv)上市规则第18项应用指引第3.2段项下的规定,即首次公开发售中,至少40%的初始发售股份须分配予配售部分的投资者(不包括基石投资者),独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配,以符合上市规则第8.08(3)条的规定。为免生疑,倘投资者股份数量依据本第4.7条获得调整,各方须真诚合作以落实该等调整,包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整,且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士(视乎情况而定)各自因其控制以外的状况,包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级(包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒及COVID-19)、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争(不论是否宣战)、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况,而被阻止或延迟履行其在本协议下的义务,本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事(如适用)、雇员、职员、关联方、合伙人、代理人、顾问及代表(不论共同或个别)无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任,且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下,本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而,根据本条款4.8的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第5.2条,投资者(为其自身及代表投资者附属公司(在投资者股份由投资者附属公司持有的情况下))与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止(“**禁售期**”)内的任何时间(包括上市日期),投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利,或同意或订约订立或公开宣布有意订立此类交易;(ii)允许其自身在其最终实益拥有人层面发生控制权改变(其定义见证监会颁布的《公司收购、合并及股份回购守则》);或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易;或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易,而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收,无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份,投资者将确保(a)有关处置将遵守所有适用法律;(b)投资者将尽其最大努力确保有

关处置不会造成 H 股市场混乱或虚假。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分

比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。

- 5.4 投资者同意其持有本公司股本是以全权委托投资为基准并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以全权委托投资为基准。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用以旗下全权委托管理的若干基金或账户资金为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售价文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律行动；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条



例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；

- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具有误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定

或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv) 上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第 5.2 条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (p) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级管理人员、监事、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；
- (q) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾

问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》所界定的内幕消息；(ii) 尽其全力确保其授权接收人（按照本第 6.1(q) 条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii) 不会并将确保其授权接收人（按照本第 6.1(q) 条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

- (r) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
  - (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
  - (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (s) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (t) 投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2) 条））；
- (u) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资

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

- (v) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (w) 整体协调人、独家保荐人、其他包销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、监事、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (x) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (y) 其已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家

保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇员、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (aa) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (bb) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (cc) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (dd) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (ee) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费。

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授

权)；

- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第三方的同意、批准或授权，除第 3.1 条所列条件外；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：**(i)**投资者的组织大纲和章程或其他组建或组织章程文件，或**(ii)**投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或**(iii)**对投资者具有约束力的任何协议或其他文书，或**(iv)**对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于**(i)**投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地））；**(ii)**本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；**(iii)**交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或**(iv)**投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件

或其他公告或文件中披露的信；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；
- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；
- (o) 投资者将使用以旗下全权委托管理的若干基金或账户资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务；
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义

- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其联属公司、董事、高级管理人员、雇员或代理人于本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；
- (aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投



资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

(bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

- 6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。
- 6.4 投资者了解，第6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、全球发售的整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥

偿并使其免于承担弥偿责任。

6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。

6.7 本公司陈述、保证并承诺：

- (a) 其依据中华人民共和国的法律依法成立并有效存续；
- (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
- (c) 在遵守第4.2条作出付款并且遵守第5.1条规定的禁售期的前提下，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股享有同等地位；
- (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的H股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.2条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

7.2 在不损害第7.3条规定的原则下，如果根据第7.1条终止本协议，各方无须继续

履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

- 7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条及第 13 条在任何情况下应继续有效。

## **8. 公布和保密**

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

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

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

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

- 8.4 投资者立即承诺就编制第8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

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

如向公司发送通知，则发送至：

地址： 中国广东省江门市蓬江区龙湾路 8 号

电子邮箱： [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)

收件人： 毕冉

如向投资人发送通知，则发送至：

地址： 香港湾仔骆克道 81 号广发大厦 25 楼

电子邮箱： [product@gffunds.com.hk](mailto:product@gffunds.com.hk)

收件人： 广发国际产品团队

如向国泰发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼

电子邮箱： [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)

收件人： Future IBD Team

如向国泰证券发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼

电子邮箱： [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

收件人： Future ECM Team

如向花旗发送通知，则发送至：

地址： 香港中环花园道 3 号冠君大厦 50 楼

电子邮箱： [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

收件人： Project Future Team

如向中信发送通知，则发送至：

地址： 香港金钟道 88 号太古广场一座 18 楼

电子邮箱: [project\\_future@clsa.com](mailto:project_future@clsa.com)

收件人: Project Future Team

如向 JPM 发送通知, 则发送至:

地址: 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人: Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付, 则在送达之时视作收妥; 如以电子邮件发出, 则在发出之时视作收妥 (除非发件方最终得知有关电子邮件未能成功交付); 及如以预付邮资的邮件寄出 (若无证据表明此前已收妥), 则在寄出后满 48 小时 (或满 6 日, 如为航空邮件) 视作收妥。如通知于非营业日获收, 则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述, 本协议已获其正式授权, 并由其妥为签署并交付; 本协议构成各方合法、有效、具有约束力的义务, 并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外, 该方在履行其在本协议下的义务时, 无需获得任何公司、股东或其他方的同意、批准或授权, 且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的 (而非共同的或共同及个别的)。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任, 任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定, 独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 就本协议而言, 本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力, 但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定, 否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支, 但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。
- 10.8 时间对本协议至关重要, 但本协议中提及的任何时间、日期或期限可由各方书

面协商一致后延期。

- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.10 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
  - (b) 在未获得第 10.9(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
  - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何

权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

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

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

## 11. 承认美国特别处理机制

11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。

11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：

11.3.1 “**BHC 法案联属人士**”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；

11.3.2 “**被涵盖实体**”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

11.3.3 “**违约权利**”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；

11.3.4 “**美国特别处理机制**”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## 12. 管辖法律及司法权区

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

### **13. 豁免权**

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

### **14. 副本**

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

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。



为及代表：

广东领益智造股份有限公司

签署：



姓名： 曾芳勤

职务： 执行董事

为及代表：

广发国际资产管理有限公司

签署：

A handwritten signature in black ink, appearing to be 'Shang Guanpeng', written over a horizontal line.

姓名：上官鹏

职务：总经理

为且代表

国泰君安融资有限公司

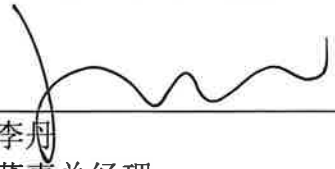


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, appearing to be 'Lei Li', written over a horizontal line.

为且代表

中信里昂證券有限公司



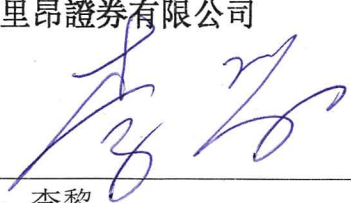
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理

为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理



## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 10,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

|                                                               |                                                                                                                                                                         |
|---------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 投资者                                                           | 广发国际资产管理有限公司                                                                                                                                                            |
| 注册成立地:                                                        | 香港湾仔骆克道 81 号广发大厦 25 楼                                                                                                                                                   |
| 注册证书编号:                                                       | 1539133                                                                                                                                                                 |
| 商业登记号码:                                                       | 53466055-000-12-24-1                                                                                                                                                    |
| 法人机构识别编码:                                                     | 25490086TTF7Z2MMP179                                                                                                                                                    |
| 营业地址及电话及联系人:                                                  | 营业地址: 香港湾仔骆克道 81 号广发大厦 25 楼<br>电话: 852-36952848<br>联系人: 广发国际                                                                                                            |
| 主要业务:                                                         | 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                                                                                                                                            |
| 最终控股股东的注册地:                                                   | 广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室                                                                                                                                          |
| 最终控股股东的商业登记号码及法人机构识别编码:                                       | 91440000126335439C                                                                                                                                                      |
| 最终控股股东的主要业务:                                                  | 投资银行与经纪业务                                                                                                                                                               |
| 股东及持有之权益:                                                     | 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                                                                                                                                         |
| 相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别): | 基石投资者                                                                                                                                                                   |
| 将纳入招股章程中的有关投资者的描述:                                            | 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 RMB2 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. (“**GF Securities**”), a company limited by shares listed on The Stock Exchange of Hong Kong Limited (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 Hong Kong Securities and Futures Commission 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 interest.

基石投资协议

2026 年 6 月 15 日

广东领益智造股份有限公司

与

**Kaide Global Investment Ltd**

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| 条款                   | 页次    |
|----------------------|-------|
| 1. 定义和解释 .....       | 2     |
| 2. 投资 .....          | 7     |
| 3. 交割条件 .....        | 8     |
| 4. 交割 .....          | 9     |
| 5. 对投资者的限制 .....     | 10    |
| 6. 承认、陈述、保证及承诺 ..... | 12    |
| 7. 终止 .....          | 22    |
| 8. 公布和保密 .....       | 23    |
| 9. 通知 .....          | 24    |
| 10. 一般规定 .....       | 25    |
| 11. 承认美国特别处理机制 ..... | 27    |
| 12. 管辖法律及司法权区 .....  | 28    |
| 13. 豁免权 .....        | 28    |
| 14. 副本 .....         | 28    |
| 附表一 .....            | 附表一 1 |
| 附表二 .....            | 附表二 1 |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 号（“**本公司**”）；
- (2) **Kaide Global Investment Ltd**，一家于 British Virgin Islands 注册成立的公司，其注册办事处地址位于 Sea Meadow House, (P. O. Box 116), Road Town, Tortola, British Virgin Islands（“**投资者**”）
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰**”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰证券**”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“**花旗**”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“**中信**”）；及
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“**独家保荐人**”；国泰证券，“**保荐人兼整体协调人**”；国泰证券、花旗、中信及 JPM，统称及各自称为“**整体协调人**”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。

- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券



及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或
- (iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如**附表一**所计算）；

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

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

“**上市日期**”指 H 股首次于联交所上市的日期；

“**上市规则**”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充

或以其他方式修改的**指南**、上市决策、指引和其他要求；

**“禁售期”**具有第 5.1 条赋予该词的涵义；

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

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

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

**“初步发售通函”**指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

**“专业投资者”**指具有证券及期货条例附表一第一部赋予该词的涵义；

**“自有资金投资为基础”**指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

**“招股章程”**指本公司将就香港公开发售发行的最终招股章程；

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

**“S 规例”**指证券法项下的 S 规例；

**“监管机构”**具有第 6.2(i)条赋予该词的涵义；

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

**“人民币”**指人民币，中国的合法货币；

**“证券法”**指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

**“证监会”**指香港证券及期货事务监察委员会；

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

**“股份”**指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；

**“联交所”**指香港联合交易所有限公司；

“附属公司”具有公司条例所载的涵义；

“美国”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“美元”指美国法定货币；

“美国人士”具有证券法项下的 S 规例赋予该词的涵义；及

“包销商”指香港公开发售的香港包销商及国际发售的国际包销商。

1.2 本协议中除文义另有要求外：

- (a) 对某一“条文”、“分条”或“附表”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“人士”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；

- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

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

- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
- (c) 联交所上市委员会已批准股份的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

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

- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条

取代)项下的最低公众持股量规定或联交所批准的其他规定;或(iii)上市规则第8.08A条(经修订并由第19A.13C条取代)项下的自由流通量要求;或(iv)上市规则第18项应用指引第3.2段项下的规定,即首次公开发售中,至少40%的初始发售股份须分配予配售部分的投资者(不包括基石投资者),独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配,以符合上市规则第8.08(3)条的规定。为免生疑,倘投资者股份数量依据本第4.6条获得调整,各方须真诚合作以落实该等调整,包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整,且投资者不得无合理依据地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士(视乎情况而定)各自因其控制以外的状况,包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级(包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒及COVID-19)、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争(不论是否宣战)、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他其无法合理控制且对全球发售造成重大不利影响的类似情况,而被实质性地阻止或延迟履行其在本协议下的义务,本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事(如适用)、雇员、职员、关联方、合伙人、代理人、顾问及代表(不论共同或个别)无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任,且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下,本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而,根据本条款4.7的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第5.2条,投资者(为其自身及代表投资者附属公司(在投资者股份由投资者附属公司持有的情况下))与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止(“**禁售期**”)内的任何时间(包括上市日期),投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利,或同意或订约订立或公开宣布有意订立此类交易;(ii)允许其自身在其最终实益拥有人层面发生控制权改变(其定义见证监会颁布的《公司收购、合并及股份回购守则》);或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易;或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易,而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收,无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份,投资



者将在拟议处置前立即书面通知本公司、整体协调人和独家保荐人，并将确保 (a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成 H 股市场混乱或虚假；(c) 未经本公司、整体协调人及独家保荐人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”

而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。

- 5.4 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律行动；

- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目

的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第 5.2 条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促致该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (p) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级管理人员、监事、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；

- (q) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》所界定的内幕消息；(ii)尽其全力确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (s) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (t) 投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与

公开发售的任何方式（定义见证券法第 4(2)条））；

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

并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇问、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (aa) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (bb) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (cc) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (dd) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (ee) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费；

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；

- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第三方的同意、批准或授权，除第 3.1 条所列条件外；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“监管机构”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人 人与公司及其任何股东之间的任何关联关系）（“投资者相关信息”）。



投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；
- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；
- (o) 投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务；
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分

销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其联属公司、董事、高级管理人员、雇员或代理人或本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；

(aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

(bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。

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

6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、

收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。

6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。

6.7 本公司陈述、保证并承诺：

- (a) 其依据中华人民共和国的法律依法成立并有效存续；
- (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
- (c) 在遵守第4.2条作出付款并且遵守第5.1条规定的禁售期的前提下，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股享有同等地位；
- (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的H股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.2条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

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

7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条及第 13 条在任何情况下应继续有效。

## 8. 公布和保密

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

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

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

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

任何意见和证明文件。

- 8.4 投资者立即承诺就编制第8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

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

如向公司发送通知，则发送至：

地址： 中国广东省江门市蓬江区龙湾路 8 号  
电子邮箱： [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
收件人： 毕冉

如向投资人发送通知，则发送至：

地址： Sea Meadow House, (P. O. Box 116), Road Town, Tortola,  
British Virgin Islands  
电子邮箱： [404169132@qq.com](mailto:404169132@qq.com)  
收件人： Li Xue

如向国泰发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱： [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
收件人： Future IBD Team

如向国泰证券发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱： [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
收件人： Future ECM Team

如向花旗发送通知，则发送至：

地址： 香港中环花园道 3 号冠君大厦 50 楼  
电子邮箱： [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
收件人： Project Future Team

如向中信发送通知，则发送至：

地址： 香港金钟道 88 号太古广场一座 18 楼

电子邮箱： [project\\_future@clsa.com](mailto:project_future@clsa.com)

收件人： Project Future Team

如向 JPM 发送通知，则发送至：

地址： 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱： [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人： Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定，独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专

业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。

- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.10 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
  - (b) 在未获得第 10.9(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
  - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。



- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。
- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

## **11. 承认美国特别处理机制**

- 11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。
- 11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
- 11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：
- 11.3.1 “**BHC 法案联属人士**”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；
- 11.3.2 “**被涵盖实体**”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSP”；
- 11.3.3 “**违约权利**”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；
- 11.3.4 “**美国特别处理机制**”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## **12. 管辖法律及司法权区**

12.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

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

## **13. 豁免权**

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

## **14. 副本**

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

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

为及代表：

广东领益智造股份有限公司

签署：



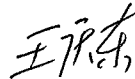
姓名： 曾芳勤

职务： 执行董事

为及代表:

Kaide Global Investment Ltd

签署:



姓名: WANG QINGDONG

职务: Director

为且代表

国泰君安融资有限公司

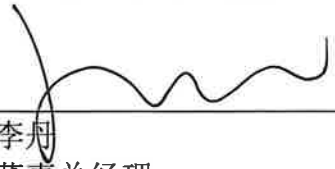


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, appearing to be 'Lei Li', written over a horizontal line.

为且代表

中信里昂證券有限公司



---

姓名: Cheng Siu Kong Conrad

职务: 董事



为且代表

中信里昂證券有限公司

A handwritten signature in blue ink, appearing to be '李黎' (Li Li), written over a horizontal line.

姓名：李黎

职务：董事总经理

为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 32,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

#### 投资者

|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 注册成立地：                                                        | British Virgin Islands                                                                                                                                                                                                                                                                                                                                                                              |
| 注册证书编号：                                                       | 2207517                                                                                                                                                                                                                                                                                                                                                                                             |
| 商业登记号码：                                                       | 不适用                                                                                                                                                                                                                                                                                                                                                                                                 |
| 法人机构识别编码：                                                     | 不适用                                                                                                                                                                                                                                                                                                                                                                                                 |
| 营业地址及电话及联系人：                                                  | Sea Meadow House, (P. O. Box 116), Road Town, Tortola, British Virgin Islands<br>WANG QINGDONG, +65 96338872                                                                                                                                                                                                                                                                                        |
| 主要业务：                                                         | 股权投资管理                                                                                                                                                                                                                                                                                                                                                                                              |
| 最终控股股东：                                                       | DAYAO Budding Limited                                                                                                                                                                                                                                                                                                                                                                               |
| 最终控股股东的注册地：                                                   | BRITISH VIRGIN ISLANDS                                                                                                                                                                                                                                                                                                                                                                              |
| 最终控股股东的商业登记号码及法人机构识别编码：                                       | 2153457                                                                                                                                                                                                                                                                                                                                                                                             |
| 最终控股股东的主要业务：                                                  | 股权投资管理                                                                                                                                                                                                                                                                                                                                                                                              |
| 股东及持有之权益：                                                     | DAYAO Budding Limited 持有 Kaide Global Investment Ltd 100%股权                                                                                                                                                                                                                                                                                                                                         |
| 相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别)： | 基石投资者                                                                                                                                                                                                                                                                                                                                                                                               |
| 将纳入招股章程中的有关投资者的描述：                                            | Kaide Global Investment Ltd (“ <b>Kaide Global Investment</b> ”) is an investment holding company incorporated in the British Virgin Islands, principally engaged in equity investment activities. The ultimate controlling shareholder of Kaide Global Investment Ltd is Qingdong Wang and has long been engaged in business operations and investment management, and has extensive experience in |

technology innovation and industrial investment. No other ultimate beneficial owner holds 30% or more interest in Kaide Global Investment.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**QUBE MASTER FUND LTD**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                     | Page         |
|----------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                   | 2            |
| 2. INVESTMENT .....                                                        | 7            |
| 3. CLOSING CONDITIONS .....                                                | 8            |
| 4. CLOSING .....                                                           | 10           |
| 5. RESTRICTIONS ON THE INVESTOR .....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES ..... | 14           |
| 7. TERMINATION .....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                 | 27           |
| 9. NOTICES .....                                                           | 29           |
| 10. GENERAL .....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....               | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                   | 33           |
| 13. IMMUNITY .....                                                         | 33           |
| 14. PROCESS AGENT .....                                                    | 33           |
| 15. COUNTERPARTS .....                                                     | 34           |
| Schedule 1 INVESTOR SHARES .....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR .....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **Qube Master Fund Ltd**, a company incorporated in the Cayman Islands whose registered office is at Suite #7, Grand Pavilion Commercial Centre, 802 West Bay Road, Grand Cayman, KY1-1003, Cayman Islands (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(GTJA Capital, the “**Sole Sponsor**”; GTJA Securities, the “**Sponsor-OC**”; GTJA Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) GTJA Capital is acting as the Sole Sponsor, and GTJA Securities is acting as the Sponsor-OC of the Global Offering.



- (C) GTJA Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

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

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

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules **provided that** (i) the Overall Coordinators shall as soon as practicable and to the extent legally permissible notify the Investor in writing of the number of shares to be subscribed for by the Investor after such adjustment and (ii) in the event of a downward adjustment in the number of Investor Shares, any amount that has already been paid by the Investor in excess of the actual Aggregate Investment Amount (calculated after such downward adjustment) shall be refunded to the Investor without interest in immediately available clear funds without deduction or set-off as soon as commercially practicable and in any event no later than 30 days after the date of such adjustment. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Investor, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether

jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Investor, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 Investor, the Overall Coordinators, the Sole Sponsor and their respective affiliates (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, 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 and in such event all obligation and liabilities on the part of the Company, the Investor, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. Nothing contained in this Agreement shall prevent the Investor from holding the Relevant Shares during the Lock-up Period in a brokerage account which is subject to security entered into prior to the Lock-up Period in favour of a prime broker for the purposes of bona fide prime brokerage arrangements provided that (i) the Investor shall procure that the prime broker(s) under such

arrangement(s) undertakes or has undertaken to be bound by restrictions on disposal and any transactions directly or indirectly with the same economic effect as any aforesaid transaction in this clause 5.1 during the Lock-up Period, including following the occurrence of an event of default in relation to such security; and (ii) such arrangement(s) shall not result in a transfer of the beneficial ownership of the Relevant Shares during the Lock-up Period.

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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date.
- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide or otherwise permitted under a waiver or consent given by the Stock Exchange.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.
- 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**
- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
  - (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the

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

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages (if any);
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to

rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its



Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;

- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;

- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and

by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and, to the Investor’s knowledge after making due and careful enquiries, the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and

“distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, and, to the Investor’s knowledge having made reasonable enquiries, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the Investor shall not cause aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is, to the Investor’s knowledge, independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates unless the Investor has otherwise notified the Company, the Sole Sponsor and the Overall Coordinators in writing;
- (x) the Investor has not received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side

letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;

- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;
- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement and in compliance with Chapter 4.15 of the Listing Guide or otherwise permitted under a waiver or consent given by the Stock Exchange.

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments



and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

- 6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages (collectively, **"Losses"**) which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith **provided that** such Losses are not judicially determined by a court or arbitration panel of competent jurisdiction to have been caused by or have arisen out of the gross negligence, willful default or fraud of the Indemnified Parties.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities,

encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;

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

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

## **7. TERMINATION**

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

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

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
  - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: c/o Qube Research & Technologies Hong Kong Limited, 25/F Central Tower, 28 Queens Road Central, Hong Kong  
Email: [Rajesh.Nihalani@qube-rt.com](mailto:Rajesh.Nihalani@qube-rt.com) / [yolanda.zheng@qube-rt.com](mailto:yolanda.zheng@qube-rt.com) / [legal@qube-rt.com](mailto:legal@qube-rt.com)  
Attention: Rajesh Nihalani / Yolanda Zheng / QRT Legal Team

If to GTJA Capital, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to GTJA Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
  - 11.3.2 “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance

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

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

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

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.

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

## **13. IMMUNITY**

13.1 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.



#### **14. PROCESS AGENT**

- 14.1 The Investor irrevocably appoints Qube Research & Technologies Hong Kong Limited at 25/F Central Tower, 28 Queens Road Central, Hong Kong to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

#### **15. COUNTERPARTS**

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

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

**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



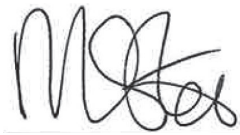
Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**QUBE MASTER FUND LTD**, acting by its  
sub-investment manager, **QUBE RESEARCH  
& TECHNOLOGIES HONG KONG  
LIMITED**

By:

A handwritten signature in black ink, appearing to read 'Murray Steel', is written over a light blue horizontal line.

---

Name: Murray Steel

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



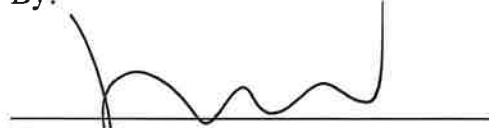
---

Name: Cinema Shi  
Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

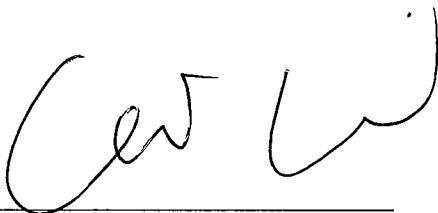
A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



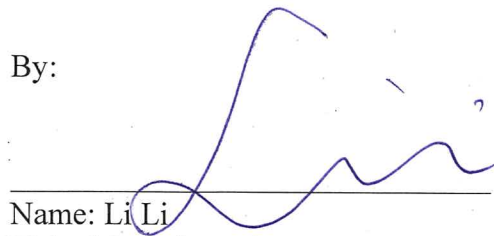
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, consisting of a large, stylized 'L' followed by several smaller, connected loops and a final upward stroke.

Name: Li Li

Title: Managing Director



**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

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

Name: Ruo YANG

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 30,000,000 (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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Cayman Islands                                                                                                 |
| Certificate of incorporation number:                                                | 359128                                                                                                         |
| Business registration number:                                                       | N/A                                                                                                            |
| LEI number:                                                                         | 549300FV62LGN1DBJF68                                                                                           |
| Business address and telephone number and contact person:                           | c/o Qube Research & Technologies Hong Kong Limited, 25 Floor, Central Tower, 28 Queens Road Central, Hong Kong |
| Principal activities:                                                               | Investment fund                                                                                                |
| Ultimate controlling shareholder(s):                                                | N/A                                                                                                            |
| Place of incorporation of ultimate controlling shareholder(s):                      | N/A                                                                                                            |
| Business registration number and LEI number of ultimate controlling shareholder(s): | N/A                                                                                                            |
| Principal activities of ultimate controlling shareholder(s):                        | N/A                                                                                                            |
| Shareholder and interests held:                                                     | N/A                                                                                                            |

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

Description of the Investor for insertion in the Prospectus:

Qube Master Fund Ltd (“**Qube**”) is an exempted company incorporated in the Cayman Islands. Qube is sub-managed by Qube Research & Technologies Hong Kong Limited (“**QRT HK**”) and certain affiliates of QRT HK (collectively “**QRT**”). QRT HK is a company incorporated in Hong Kong and licensed by the SFC to carry on type 1 (dealing in securities) and type 9 (asset management) regulated activity. There is no ultimate beneficial owner holding 30% or more of the shares in Qube or QRT HK. QRT is a global investment manager and deploys a diverse range of investment strategies across geographies, asset classes and time frames, combining data, research, technology, and trading expertise.

基石投资协议

2026年6月15日

广东领益智造股份有限公司

与

**Ti-Capital (HK) Pioneer OFC - Ti-Capital (HK) Pioneer Fund III**

与

**Ti-Capital (HK) Pioneer OFC - Ti-Capital (HK) Pioneer Fund IV**

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 22        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 257       |
| 12. 管辖法律及司法权区.....  | 278       |
| 13. 豁免权.....        | 28        |
| 14. 副本.....         | 28        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 号（“本公司”）；
- (2) **Ti-Capital (HK) Pioneer OFC - Ti-Capital (HK) Pioneer Fund III**，一家于香港注册成立的公司，其注册办事处地址位于香港九龙湾林洛街 19 号南丰商业中心 6 层 626 室（“**Ti-Capital Fund III**”）
- (3) **Ti-Capital (HK) Pioneer OFC - Ti-Capital (HK) Pioneer Fund IV**，一家于香港注册成立的公司，其注册办事处地址位于香港九龙湾林洛街 19 号南丰商业中心 6 层 626 室（“**Ti-Capital Fund IV**”，与 **Ti-Capital Fund III** 合称“投资者”，各自为“投资者”）
- (4) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“国泰”）；
- (5) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“国泰证券”）；
- (6) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“花旗”）；
- (7) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“中信”）；及
- (8) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“独家保荐人”；国泰证券，“保荐人兼整体协调人”；国泰证券、花旗、中信及 JPM，统称及各自称为“整体协调人”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他

豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。

- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。
- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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



期除外)；

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

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

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

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如**附表一**所计算）；

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

“**征费**”指占总投资额的0.0027%的证监会交易征费（或者于上市日期适用的交易

征费），占总投资额的 0.00565%的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015%的会财局交易征费（或者于上市日期适用的交易征费）；

“上市日期”指 H 股首次于联交所上市的日期；

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

“禁售期”具有第 5.1 条赋予该词的涵义；

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

“各方”指本协议中具名的各方，“一方”指其中任何一方（视文义而定）；

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

“初步发售通函”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

“专业投资者”指具有证券及期货条例附表一第一部赋予该词的涵义；

“自有资金投资为基础”指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

“招股章程”指本公司将就香港公开发售发行的最终招股章程；

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

“S 规例”指证券法项下的 S 规例；

“监管机构”具有第 6.2(i)条赋予该词的涵义；

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

“人民币”指人民币，中国的合法货币；

“证券法”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

“证监会”指香港证券及期货事务监察委员会；

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

“**股份**”指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义；及

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

## 1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）

- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“人士”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“**包括**”的提述应被解释为包括但不限于；及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经

要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

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

- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
- (c) 联交所上市委员会已批准股份的上市并准许买卖H股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖H股之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

- 3.2 如果第3.1条所载的任何条件于本协议之日后满一百八十（180）天（或本公司、整体协调人、投资者及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第3.1(a)、3.1(b)3.1(d)条所列条件不得豁免并且第3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后30天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及/或独家保荐人在本协议项下的所有义务和

责任须停止及终止，前提是本协议按照本第3.2条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为避免疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。

- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第3条和本第4条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第4.2条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第6.5条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥

偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。

- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。为避免生疑，倘投资者股份数量依据本第 4.6 条获得调整，各方须真诚合作以落实该等调整，包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整，且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。
- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士（视乎情况而定）各自因其控制以外的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事（如适用）、雇员、职员、关联方、合伙人、代理人、顾问及代表（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下，本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而，根据本条款 4.7 的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii)允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并



及股份回购守则》)；或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将在拟议处置前立即书面通知本公司、整体协调人和独家保荐人，并将确保(a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成 H 股市场混乱或虚假；(c) 未经本公司、整体协调人及独家保荐人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外

且(iii)按照证券法 S 规例在境外交易中购买相关股份。

- 5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。
- 5.4 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促使其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人

及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律行动；

- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；

- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv) 上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；
- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第 5.2 条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

- (p) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级管理人员、监事、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；
- (q) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》所界定的内幕消息；(ii)尽其全力确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (s) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售

证券的要约而在该司法管辖区该等出售证券的要约将是非法的；

- (t) 投资者或其任何附属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；
- (u) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (v) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及附属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和附属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及其附属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和附属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (w) 整体协调人、独家保荐人、其他包销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、监事、雇员、附属公司、代理人、联系人、附属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (x) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (y) 其已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款

展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇问、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (aa) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (bb) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (cc) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；
- (dd) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (ee) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费。

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招

股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；

- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第三方的同意、批准或授权，除第 3.1 条所列条件外；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：**(i)**投资者的组织大纲和章程或其他组建或组织章程文件，或**(ii)**投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或**(iii)**对投资者具有约束力的任何协议或其他文书，或**(iv)**对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于**(i)**投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地））；**(ii)**本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总



投资额及本协议下的锁定限制)；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；
- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；
- (o) 投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得

贷款或任何形式的融资，以履行其于本协议项下的付款义务；

- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其联属公司、董事、高级管理人员、雇员或代理人于本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或

安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；

- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；
- (aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及
- (bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。

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

6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或

其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。

6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。

6.7 本公司陈述、保证并承诺：

- (a) 其依据中华人民共和国的法律依法成立并有效存续；
- (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
- (c) 在遵守第4.2条作出付款并且遵守第5.1条规定的禁售期的前提下，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股享有同等地位；
- (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的H股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.2条转让投资者股份的投资者全资附属公司的情形）（包括投资者

严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或

(c) 所有各方书面同意后终止本协议。

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

7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条及第 13 条在任何情况下应继续有效。

## 8. 公布和保密

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

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

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

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

## 9. 通知

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

如向公司发送通知，则发送至

地址： 中国广东省江门市蓬江区龙湾路8号  
电子邮箱： [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
收件人： 毕冉

如向投资人发送通知，则发送至：

地址： Room 626, 6/F Nan Fung Commercial Centre, 19 Lam Lok Street, Kowloon Bay, Hong Kong  
电子邮箱： [whh@ti-capital.cn](mailto:whh@ti-capital.cn)  
收件人： 王辉宏

如向国泰发送通知，则发送至：

地址： 香港皇后大道中181号新纪元广场低座27楼  
电子邮箱： [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
收件人： Future IBD Team

如向国泰证券发送通知，则发送至：

地址： 香港皇后大道中181号新纪元广场低座27楼  
电子邮箱： [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
收件人： Future ECM Team

如向花旗发送通知，则发送至：

地址： 香港中环花园道 3 号冠君大厦 50 楼

电子邮箱： [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

收件人： Project Future Team

如向中信发送通知，则发送至：

地址： 香港金钟道 88 号太古广场一座 18 楼

电子邮箱： [project\\_future@clsa.com](mailto:project_future@clsa.com)

收件人： Project Future Team

如向 JPM 发送通知，则发送至：

地址： 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱： [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人： Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定，独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。

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



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

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

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

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

## 11. 承认美国特别处理机制

11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限於美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。

11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限於美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：

11.3.1 “BHC 法案联属人士”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；

11.3.2 “被涵盖实体”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

11.3.3 “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；

11.3.4 “美国特别处理机制”指以下任何一项：(i)《联邦存款保险法》及据其颁布的法规及(ii)《多德—弗兰克华尔街改革和消费者保护法》第II篇及据其颁布的法规。

## **12. 管辖法律及司法权区**

12.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

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

## **13. 豁免权**

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

## **14. 副本**

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

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

为及代表：

广东领益智造股份有限公司

签署：



姓名： 曾芳勤

职务： 执行董事

为及代表:

**Ti-Capital (HK) Pioneer OFC - Ti-Capital  
(HK) Pioneer Fund III**

签署:



---

姓名: 陈旭

职务: 董事

为及代表:

**Ti-Capital (HK) Pioneer OFC - Ti-Capital  
(HK) Pioneer Fund IV**

签署:



姓名: 陈旭

职务: 董事

为且代表

国泰君安融资有限公司

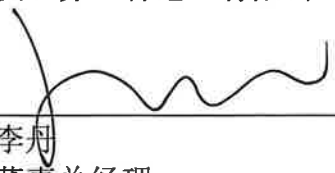


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a series of loops and a final horizontal stroke.



为且代表

中信里昂證券有限公司



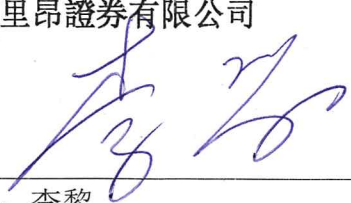
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理

为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 30,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

#### 投资者

|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 注册成立地:                                                        | 香港                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 注册证书编号:                                                       | 77678703                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 商业登记号码:                                                       | 77678703                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 法人机构识别编码:                                                     | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 营业地址及电话及联系人:                                                  | Room 626, 6/F Nan Fung Commercial Centre, 19 Lam Lok Street, Kowloon Bay, Hong Kong/+852 69306273/CHEN XU                                                                                                                                                                                                                                                                                                                                                                                                       |
| 主要业务:                                                         | AN OPEN-ENDED FUND COMPANY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 最终控股股东:                                                       | Ti-Capital (HK) Asset Management Limited                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 最终控股股东的注册地:                                                   | 香港                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 最终控股股东的商业登记号码及法人机构识别编码:                                       | BR: 75765192/CI: 3323581                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 最终控股股东的主要业务:                                                  | 1、4、9 号持牌机构                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 股东及持有之权益:                                                     | 管理股东, 100%持有 Ti-Capital (HK) Pioneer OFC                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别): | 基石投资者<br>自主管理的投资组合                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 将纳入招股章程中的有关投资者的描述:                                            | Ti-Capital (HK) Pioneer Fund III (“ <b>Ti-Capital Fund III</b> ”) and Ti-Capital (HK) Pioneer Fund IV (“ <b>Ti-Capital Fund IV</b> ”, together with Ti-Capital Fund III, the “ <b>Ti-Capital Funds</b> ”) are sub-funds of Ti-Capital (HK) Pioneer OFC, an open-ended fund company (“ <b>Ti-Capital OFC</b> ”) registered under the Securities and Futures Ordinance of Hong Kong. As of the Latest Practicable Date, no parties own 30% or more of interests in Ti-Capital Funds or Ti-Capital OFC. Ti-Capital |

Funds primarily engage in cornerstone investments and anchor investments. The fund manager and controlling shareholder of Ti-Capital Funds is Ti-Capital (Hong Kong) Asset Management Limited (“**Ti-Capital HK**”, central entity number: BUK423). Ti-Capital HK was established in Hong Kong in 2024, which is ultimately controlled by Mr. Gao Yihui, and 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.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**VALUE PARTNERS HONG KONG LIMITED**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 7            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 15           |
| 7. TERMINATION.....                                                       | 28           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 29           |
| 9. NOTICES.....                                                           | 30           |
| 10. GENERAL.....                                                          | 31           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 33           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 35           |
| 13. IMMUNITY.....                                                         | 35           |
| 14. COUNTERPARTS .....                                                    | 35           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |



**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **VALUE PARTNERS HONG KONG LIMITED**, a company incorporated in Hong Kong whose registered office is at 43<sup>rd</sup> Floor, The Center, 99 Queen’s Road Central, Hong Kong licensed by the SFC to carry out type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts), and type 9 (asset management) regulated activities pursuant to the SFO, acting as investment manager or advisor of certain funds and investment accounts under its discretionary management (such funds and investment accounts, the “**Investor Funds**”) (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another

available exemption from registration under the Securities Act (the “**International Offering**”).

- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.
- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor, as the discretionary investment manager of the Investor Funds, 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.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor Funds hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public

in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to

purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 and the Investor Funds) in connection with the International Offering;

**“Investor Shares”** means the number of H Shares to be subscribed for by the Investor Funds 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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 and Investor Funds) 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“VPGL”** means Value Partners Group Limited, a company listed on the Stock Exchange (stock code: 806), and VPGL is the ultimate controlling shareholder of the Investor.

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

## 2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 2(a)2(a), 2(b)2(b), 2(c) and 2(d)2(d) cannot be waived and the conditions under clause 2(e) can only be jointly

waived by the Company, the Overall Coordinators and the Sole Sponsor) and other terms and conditions of this Agreement:

- (a) the Investor will procure the Investor Funds 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 Funds, 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 procure the Investor Funds 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 on behalf of the Investor Funds may elect by notice in writing served to the Company, the Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary (“**Investor Subsidiary**”) of the Investor Funds that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the relevant Investor Funds shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 (for itself and on behalf of the Investor Funds), and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor Funds in this Agreement shall be deemed to be given by the relevant Investor Fund for itself and on behalf of the Investor Subsidiary; and
- (b) the relevant Investor Funds (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Sole Sponsor the due and punctual performance and observance by the Investor 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 Funds under this clause 2.2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor first to take steps against the Investor 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. The obligations of the Investor Funds under this clause 2.2 shall be several but not joint. To



the extent that the relevant Investor Fund is held liable for its Investor Subsidiary, such Investor Fund's liability shall be limited to the liabilities of the relevant Investor Subsidiary individually. No Investor Fund shall be held liable for the liabilities of any Investor Subsidiary which is not its wholly owned subsidiary.

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

### **3. CLOSING CONDITIONS**

- 3.1 The Investor's obligation under this Agreement to procure the Investor Funds to subscribe for, and 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 2(a), 2(b), 2(c) and 2(d) cannot be waived and the conditions under clause 2(d) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor (for itself and on behalf of the Investor Funds) under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor and the Investor Funds.

- 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 2(a) 2(a), 2(b), 2(c) and 2(d) cannot be waived and the conditions under clause 2(e) 2(d) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 (for itself and on behalf of the Investor Funds), the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to procure the Investor Funds 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 Funds under this Agreement to any other party will be repaid to the Investor Funds by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 and the Investor Funds the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor and the Investor Funds under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Investor (for itself and on behalf of the Investor Funds) acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor to the Investor and the Investor Funds 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 (for itself and on behalf of the Investor Funds) hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective affiliates, directors, officers, supervisors (where applicable), employees, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will procure the Investor Funds to subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 procure the Investor Funds to 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 Funds under this Agreement.
- 4.3 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 Funds, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor (for itself and on behalf of the Investor Funds) to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor (for itself and on behalf of the Investor Funds) may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor may have against the Investor and the Investor Funds arising out of their failure to comply with their obligations under this Agreement). The Investor and the Investor Funds 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor Funds to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor Funds in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor (for itself and on behalf of the Investor Funds) shall not unreasonably withhold, condition or delay its execution of any such document.

- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor (for itself and on behalf of the Investor Funds and Investor Subsidiary where the Investor Shares are to be held by the Investor Subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor and the Investor Funds will not, and will cause its Investor Subsidiaries not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) cease to be an investment fund or

managed account managed or advised by the Investor (in the case of the Investor Funds) or cease to be a wholly-owned subsidiary of VPGL (in the case of the Investor); or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares.

5.2 Nothing contained in clause 5.1 shall prevent the Investor Funds from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor Funds, 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor Funds as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor (for itself and on behalf of the Investor Funds) undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's and the Investor Funds' obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and the Investor Funds, 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 Funds and such wholly-owned subsidiary of the Investor Funds shall be treated as being the Investor Funds 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 Funds, it shall (and the Investor and the Investor Funds shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor Funds, fully and effectively transfer the Relevant Shares it holds to the Investor Funds or another wholly-owned subsidiary of the Investor Funds , which shall give or be procured by the Investor (for itself and on behalf of the Investor Funds) to give written undertaking (addressed to and in favor of the Company, the Overall

Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor (for itself and on behalf of the Investor Funds) undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's and the Investor Funds' obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and the Investor Funds 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.3 The Investor (for itself and on behalf of the Investor Funds) agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates and the Investor Funds in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) and the Investor Funds in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor (for itself and on behalf of the Investor Funds) agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.
- 5.4 The Investor (for itself and on behalf of the Investor Funds) agrees that the Investor Funds' holding of the Company's share capital is on an investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor showing that the Investor Funds' holding of the Company's share capital is on an investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners, the Investor Funds and the Investor Funds' substantial investors (i.e. direct holders holding 30% or above interest in the relevant Investor Funds) ("**Substantial Investors**") 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives and the Investor Funds shall not directly

and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor (for itself and on behalf of the Investor Funds) further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.

- 5.6 The Investor Funds will be using internal resources, without obtaining external financing, to finance their subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor (for itself and on behalf of the Investor Funds) acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, 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 Funds 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 Investor Funds 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 and the Investor Funds 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 to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor and Investor Funds);
- (c) the information in relation to the Investor and the Investor Funds as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated

placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

- (d) the Investor (for itself and on behalf of the Investor Funds) acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor (for itself and on behalf of the Investor Funds) acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which the Investor provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor and the Investor Funds shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor Funds through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor Funds have not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (g) the Investor Funds will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide



that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor Funds, the relevant Investor Fund shall procure that this subsidiary remains a wholly-owned subsidiary of the relevant Investor Fund and continues to adhere to and abide

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

- (p) 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 Funds' investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "Authorized Recipients") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor, the Investor Funds or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that their respective 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 their respective 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, the Investor Funds and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, the Investor Funds and/or their respective representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the Investor Funds in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the Investor Funds and/or their respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Investor Funds and/or their respective representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Investor Funds and/or their respective representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, the Investor Funds and/or their respective representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the Investor Funds in determining whether to invest in the Investor Shares and the Investor and the Investor Funds 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) neither the Investor, the Investor Funds 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 acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor and the Investor Funds or their respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor Funds;
- (u) in making its investment decision, the Investor and the Investor Funds have relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and the Investor Funds by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor and the Investor Funds or their respective directors,

officers, employees, advisors, 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 Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and the Investor Funds 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, and will procure the Investor Funds to, 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 and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor and the Investor Funds, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors Funds or in relation to any dealings in the Investor Shares;
- (y) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors,

representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor, the Investor Funds or their respective subsidiaries will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (dd) the Investor (for itself and on behalf of the Investor Funds) 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 4.44.

6.2 The Investor (for itself and on behalf of the Investor Funds) further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

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

transactions as contemplated in this Agreement and perform its obligations under this Agreement;

- (e) this Agreement has been duly authorized, executed and delivered by the Investor (for itself and on behalf of the Investor Funds) and constitutes a legal, valid and binding obligation of the Investor and the Investor Funds enforceable against them in accordance with the terms of this Agreement and thus their performance of their obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) each of the Investor and the Investor Funds has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and the Investor Funds and required to be obtained by the Investor and the Investor Funds in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor (for itself and on behalf of the Investor Funds) aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor (for itself and on behalf of the Investor Funds) further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor (for itself and on behalf of the Investor Funds), and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor or the Investor Funds of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Investor Funds, respectively, or (ii) the Laws of any jurisdiction to which the Investor or the Investor Funds, respectively, is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the Investor Funds in connection with the Investor Funds’ subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the Investor Funds or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the Investor Funds;
- (i) each of the Investor and the Investor Funds 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 to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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, the Investor Funds and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the Investor Funds or their respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor (for itself and on behalf of the Investor Funds) further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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 (for itself and on behalf of the Investor Funds) 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; its or the Investor Funds’ ordinary business is to buy or sell shares or debentures or it or the Investor Funds is a Professional Investor and by entering into this Agreement, it nor the Investor Funds is a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;
- (k) the Investor Funds are subscribing for the Investor Shares as principal for its own account and for investment purposes and on an investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor and the Investor Funds are not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;

- (m) the Investor Funds are subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) to the best of its knowledge after due and careful inquiry, the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor Funds' subscription for the Investor Shares will not result in the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor, the Investor Funds 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 Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) the Investor Funds 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;
- (p) to the best of its knowledge after due and careful inquiry, each of the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors is not a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the account of each of the Investor and the Investor Funds is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) to the best of its knowledge after due and careful inquiry, neither the Investor, its associates, the Investor Funds nor the Investor Funds' Substantial Investors is a director (including as a director within the preceding 12 months of the date



of this Agreement), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (s) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, to the best of its knowledge after due and careful inquiry, neither the Investor, its associates, the Investor Funds nor the Investor Funds' Substantial Investors fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (t) the Investor and the Investor Funds have not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) and the Investor Funds in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (w) to the best of its knowledge after due and careful inquiry, none of the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering;
- (x) to the best of its knowledge after due and careful inquiry, the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors 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 the Investor Funds has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (z) no 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) has been or shall be entered into or made between the Investor, the Investor Funds or their affiliates, directors, officers, employees or agents on the one hand and the Company or its

controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;

- (aa) except as provided for in this Agreement, the Investor (for itself and on behalf of the Investor Funds) 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;
- (bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its associates and the Investor Funds have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) neither the Investor, its associates, the Investor Funds nor the Investor Funds' Substantial Investors has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement or as otherwise notified to the Company, the Sole Sponsor and the Overall Coordinators and except where permitted under the applicable paragraphs of Chapter 4.15 of the Guide and the Listing Rules, and/or in accordance with any relevant waivers or consents granted by the Stock Exchange.

- 6.3 The Investor (for itself and on behalf of the Investor Funds) represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 (for itself and on behalf of the Investor Funds) 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor (for itself and on behalf of the Investor Funds) undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor (for itself and on behalf of the Investor Funds) 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 (for itself and on behalf of the Investor Funds) shall be deemed to warrant that such description in relation to it, the Investor Funds and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such

updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

- 6.4 The Investor (for itself and on behalf of the Investor Funds) understands that the representations, warranties, undertakings, 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 (for itself and on behalf of the Investor Funds) acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's and the Investor Funds' warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes to procure the Investor Funds that the Investor and the Investor Funds will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, 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 Funds or the Investor Subsidiary or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith (together, the **"Losses"**), provided that the indemnification in this clause 6.5 shall not apply in respect of any Indemnified Party to the extent that such Losses have been caused solely and directly by the gross negligence, wilful default or fraud of such Indemnified Parties as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be).
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor and the Investor Funds under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

- (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor Funds in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives or the Investor Funds; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives 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 and the Investor Funds will be relying on information contained in the International Offering Circular and that the Investor and the Investor Funds shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
- 7. TERMINATION**
- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.7;
  - (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor Funds (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor (for itself and on behalf of the Investor Funds) under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
  - (c) with the written consent of all the Parties.
- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor and the Investor Funds herein, together with clause 8.1, clause 10, clause 12 and clause 13 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor (for itself and on behalf of the Investor Funds) without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor is subject, and the background of the Investor and the Investor Funds and its relationship between the Company and the Investor and the Investor Funds 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
  - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor and the Investor Funds, except where the Investor (for itself and on behalf of the Investor Funds) shall have consulted the Company, the Overall Coordinators and the Sole Sponsor 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 (for itself and on behalf of the Investor Funds) of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the Investor Funds and the general background information on the

Investor and the Investor Funds prior to publication. The Investor (for itself and on behalf of the Investor Funds) shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor and their respective counsels.

- 8.4 The Investor (for itself and on behalf of the Investor Funds) 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 Overall Coordinators or the Sole Sponsor) to (i) update the description of the Investor and the Investor Funds 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: 43<sup>rd</sup> Floor, The Center, 99 Queen's Road Central, Hong Kong  
Email: [luojing@vp.com.hk](mailto:luojing@vp.com.hk)  
Attention: Mr. LUO Jing

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong

Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to

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

- 10.4 The Investor (for itself and on behalf of the Investor Funds), the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor Funds. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
  - (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 (for itself and on behalf of the Investor Funds)) to any one or more of their affiliates. Such Overall Coordinators or the Sole Sponsor 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 and the Investor Funds for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor or the Investor Funds on or before the Listing Date, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

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

if this Agreement were governed by the laws of the United States or a state of the United States.

11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:

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

11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

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

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

## 12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.

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

## 13. IMMUNITY

13.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor (for itself and on behalf of the Investor Funds) 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 (for itself and on behalf of the Investor Funds) hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

#### **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:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



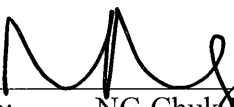
Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**VALUE PARTNERS HONG KONG  
LIMITED**

By:

  
Name: NG Chuk Fa

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:

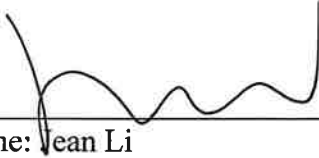


\_\_\_\_\_  
Name: Cinema Shi  
Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

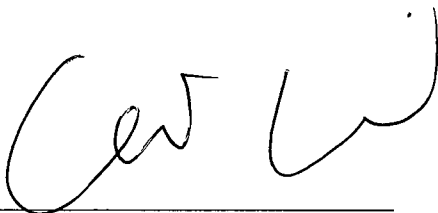
  
A handwritten signature in black ink, consisting of a series of loops and a final upward stroke, positioned above a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director



**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



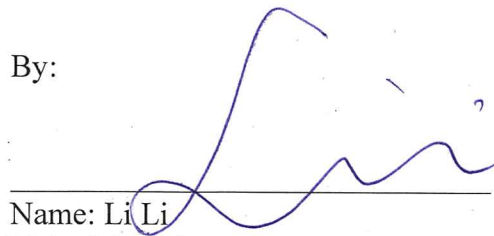
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, consisting of a large, stylized 'L' followed by several smaller, connected loops and a final upward stroke.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Ruo YANG', written above a horizontal line.

Name: Ruo YANG

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 24,500,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor Funds will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor Funds under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                                                         |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Hong Kong                                                                                                                                               |
| Certificate of incorporation number:                                                | 675240                                                                                                                                                  |
| Business registration number:                                                       | 30082131-000-05-25-5                                                                                                                                    |
| LEI number:                                                                         | 549300XOEKQXQNHWA818                                                                                                                                    |
| Business address and telephone number and contact person:                           | Address: 43/F, The Center, 99 Queen's Road Central, Hong Kong<br>Telephone: (852) 2143 0337<br>Contact Person: Mr. LUO Jing<br>Email: luojing@vp.com.hk |
| Principal activities:                                                               | Asset management                                                                                                                                        |
| Ultimate controlling shareholder(s):                                                | Value Partners Group Limited                                                                                                                            |
| Place of incorporation of ultimate controlling shareholder(s):                      | Cayman Islands                                                                                                                                          |
| Business registration number and LEI number of ultimate controlling shareholder(s): | 38418386-000-09-25-1<br>549300RYVTCSHFKXHB81                                                                                                            |
| Principal activities of ultimate controlling shareholder(s):                        | Investment holding                                                                                                                                      |
| Shareholder and interests held:                                                     | 100%                                                                                                                                                    |

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

Cornerstone investor

Value Partners Hong Kong Limited intends to procure the following investment funds to subscribe for Shares:

|                                                                                 |                         |
|---------------------------------------------------------------------------------|-------------------------|
| Value Partners Classic Fund                                                     | SFC authorized fund     |
| Value Partners High-Dividend Stocks Fund                                        | SFC authorized fund     |
| Value Partners Funds SPC – Value Partners China A-Share Innovation Fund SP      | Non-SFC authorized fund |
| Value Partners Fund Series – Value Partners Asian Income Fund                   | SFC authorized fund     |
| Value Partners Fund Series - Value Partners Asian Innovation Opportunities Fund | SFC authorized fund     |
| Value Partners Ireland Fund ICAV – Value Partners Asia Ex-Japan Equity Fund     | Non-SFC authorized fund |
| Value Partners Multi-Asset Fund                                                 | SFC authorized fund     |

Description of the Investor for insertion in the Prospectus:

Each of Value Partners Hong Kong Limited (incorporated in Hong Kong in 1999) and Value Partners Limited (incorporated in the British Virgin Islands in 1991) has agreed to procure certain investment funds that it has actual discretionary investment management power over, to subscribe for relevant number of Shares. The investment funds managed by Value Partners Limited that will subscribe for the Offer Shares include Value Partners Intelligent Funds — Chinese Mainland

Focus Fund, Value Partners Intelligent Funds — China Convergence Fund, Value Partners Intelligent Funds — JA-VP China New Century Fund and Value Partners China Greenchip Fund Limited, and the investment funds managed by Value Partners Hong Kong Limited that will subscribe for the Offer Shares include Value Partners Multi-Asset Fund, Value Partners Fund Series — Value Partners Asian Income Fund, Value Partners High-Dividend Stocks Fund, Value Partners Classic Fund, Value Partners Funds SPC — Value Partners China A-Share Innovation Fund SP, Value Partners Ireland Fund ICAV — Value Partners Asia Ex-Japan Equity Fund and Value Partners Fund Series — Value Partners Asian Innovation Opportunities Fund. Each of Value Partners Hong Kong Limited and Value Partners Limited (together with other subsidiaries under Value Partners Group Limited (“**Value Partners**”)), acts as investment manager or investment advisor to all the funds above.

Both Value Partners Hong Kong Limited and Value Partners Limited are wholly-owned subsidiaries of Value Partners Group Limited, a company listed on the Stock Exchange (stock code: 806). Value Partners is one of Asia’s largest independent asset management firms. It is headquartered in Hong Kong and operates in Shanghai, Shenzhen and Singapore. Value Partners’ investment strategies cover equities, fixed income, multi-asset, quantitative investment solutions and alternatives for institutional and individual clients in the Asia Pacific and Europe. As of 31 December 2025, it has asset under management of approximately US\$6.2 billion.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**VALUE PARTNERS LIMITED**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**



## TABLE OF CONTENTS

| Clause                                                                     | Page         |
|----------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                   | 2            |
| 2. INVESTMENT .....                                                        | 7            |
| 3. CLOSING CONDITIONS .....                                                | 9            |
| 4. CLOSING .....                                                           | 10           |
| 5. RESTRICTIONS ON THE INVESTOR .....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES ..... | 15           |
| 7. TERMINATION .....                                                       | 28           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                 | 29           |
| 9. NOTICES .....                                                           | 30           |
| 10. GENERAL .....                                                          | 31           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....               | 33           |
| 12. GOVERNING LAW AND JURISDICTION .....                                   | 34           |
| 13. IMMUNITY .....                                                         | 34           |
| 14. COUNTERPARTS .....                                                     | 35           |
| Schedule 1 INVESTOR SHARES .....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR .....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **VALUE PARTNERS LIMITED**, a company incorporated in the British Virgin Islands whose principal place of business is at 43rd Floor, the Center, 99 Queen’s Road Central, Hong Kong, licensed by the SFC to carry out type 1 (dealing in securities), type 2 (dealing in futures contracts), type 4 (advising on securities), type 5 (advising on futures contracts), and type 9 (asset management) regulated activities pursuant to the SFO, acting as investment manager or advisor of certain funds and investment accounts under its discretionary management (such funds and investment accounts, the “**Investor Funds**”) (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another

available exemption from registration under the Securities Act (the “**International Offering**”).

- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.
- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor, as the discretionary investment manager of the Investor Funds, 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.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor Funds hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public

in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to

purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 and the Investor Funds) in connection with the International Offering;

**“Investor Shares”** means the number of H Shares to be subscribed for by the Investor Funds 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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 and Investor Funds) 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“VPGL”** means Value Partners Group Limited, a company listed on the Stock Exchange (stock code: 806), and VPGL is the ultimate controlling shareholder of the Investor..

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

## 2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 2(a)2(a), 2(b)2(b), 2(c) and 2(d)2(d) cannot be waived and the conditions under clause 2(e) can only be jointly



waived by the Company, the Overall Coordinators and the Sole Sponsor) and other terms and conditions of this Agreement:

- (a) the Investor will procure the Investor Funds 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 Funds, 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 procure the Investor Funds 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 on behalf of the Investor Funds may elect by notice in writing served to the Company, the Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary (“**Investor Subsidiary**”) of the Investor Funds that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the relevant Investor Funds shall procure the Investor Subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 (for itself and on behalf of the Investor Funds), and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor Funds in this Agreement shall be deemed to be given by the relevant Investor Fund for itself and on behalf of the Investor Subsidiary; and
- (b) the relevant Investor Funds (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Sole Sponsor the due and punctual performance and observance by the Investor 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 Funds under this clause 2.2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators or the Sole Sponsor any sum which the Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of the Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor first to take steps against the Investor 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. The obligations of the Investor Funds under this clause 2.2 shall be several but not joint. To

the extent that the relevant Investor Fund is held liable for its Investor Subsidiary, such Investor Fund's liability shall be limited to the liabilities of the relevant Investor Subsidiary individually. No Investor Fund shall be held liable for the liabilities of any Investor Subsidiary which is not its wholly owned subsidiary.

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

### **3. CLOSING CONDITIONS**

- 3.1 The Investor's obligation under this Agreement to procure the Investor Funds to subscribe for, and 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 2.2.1 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 2(a), 2(b), 2(c) and 2(d) cannot be waived and the conditions under clause 2(d) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor (for itself and on behalf of the Investor Funds) under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor and the Investor Funds.

- 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 2(a) 2(a), 2(b), 2(c) and 2(d) cannot be waived and the conditions under clause 2(e) 2(d) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 (for itself and on behalf of the Investor Funds), the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to procure the Investor Funds 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 Funds under this Agreement to any other party will be repaid to the Investor Funds by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 and the Investor Funds the right to cure any breaches of the respective representations, warranties, undertakings, acknowledgements and confirmations given by the Investor and the Investor Funds under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Investor (for itself and on behalf of the Investor Funds) acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor to the Investor and the Investor Funds 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 (for itself and on behalf of the Investor Funds) hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective affiliates, directors, officers, supervisors (where applicable), employees, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will procure the Investor Funds to subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 procure the Investor Funds to 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, notwithstanding that, 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 Funds under this Agreement.
- 4.3 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 Funds, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor (for itself and on behalf of the Investor Funds) to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor (for itself and on behalf of the Investor Funds) may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor may have against the Investor and the Investor Funds arising out of their failure to comply with their obligations under this Agreement). The Investor and the Investor Funds 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor Funds to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor Funds in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor (for itself and on behalf of the Investor Funds) shall not unreasonably withhold, condition or delay its execution of any such document.

- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor (for itself and on behalf of the Investor Funds and Investor Subsidiary where the Investor Shares are to be held by the Investor Subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor and the Investor Funds will not, and will cause its Investor Subsidiaries not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) cease to be an investment fund or

managed account managed or advised by the Investor (in the case of the Investor Funds) or cease to be a wholly-owned subsidiary of VPGL (in the case of the Investor); or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares.

5.2 Nothing contained in clause 5.1 shall prevent the Investor Funds from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor Funds, 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor Funds as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor (for itself and on behalf of the Investor Funds) undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's and the Investor Funds' obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and the Investor Funds, 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 Funds and such wholly-owned subsidiary of the Investor Funds shall be treated as being the Investor Funds 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 Funds, it shall (and the Investor and the Investor Funds shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor Funds, fully and effectively transfer the Relevant Shares it holds to the Investor Funds or another wholly-owned subsidiary of the Investor Funds , which shall give or be procured by the Investor (for itself and on behalf of the Investor Funds) to give written undertaking (addressed to and in favor of the Company, the Overall

Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor (for itself and on behalf of the Investor Funds) undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's and the Investor Funds' obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and the Investor Funds 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.3 The Investor (for itself and on behalf of the Investor Funds) agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates and the Investor Funds in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) and the Investor Funds in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor (for itself and on behalf of the Investor Funds) agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.
- 5.4 The Investor (for itself and on behalf of the Investor Funds) agrees that the Investor Funds' holding of the Company's share capital is on an investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor showing that the Investor Funds' holding of the Company's share capital is on an investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), associates and their respective beneficial owners, the Investor Funds and the Investor Funds' substantial investors (i.e. direct holders holding 30% or above interest in the relevant Investor Funds) ("**Substantial Investors**") 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives and the Investor Funds shall not directly

and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor (for itself and on behalf of the Investor Funds) further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.

- 5.6 The Investor Funds will be using internal resources, without obtaining external financing, to finance their subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor (for itself and on behalf of the Investor Funds) acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, 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 Funds 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 Investor Funds 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 and the Investor Funds 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 to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor and Investor Funds);
- (c) the information in relation to the Investor and the Investor Funds as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated



placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

- (d) the Investor (for itself and on behalf of the Investor Funds) acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor (for itself and on behalf of the Investor Funds) acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which the Investor provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor and the Investor Funds shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor Funds through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor Funds have not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (g) the Investor Funds will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide

that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor Funds, the relevant Investor Fund shall procure that this subsidiary remains a wholly-owned subsidiary of the relevant Investor Fund and continues to adhere to and abide

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

- (p) 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 Funds' investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "Authorized Recipients") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor, the Investor Funds or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that their respective 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 their respective 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, the Investor Funds and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, the Investor Funds and/or their respective representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the Investor Funds in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the Investor Funds and/or their respective representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Investor Funds and/or their respective representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Investor Funds and/or their respective representatives; and

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, the Investor Funds and/or their respective representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the Investor Funds in determining whether to invest in the Investor Shares and the Investor and the Investor Funds 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) neither the Investor, the Investor Funds 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 acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor and the Investor Funds or their respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor Funds;
- (u) in making its investment decision, the Investor and the Investor Funds have relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor and the Investor Funds by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor and the Investor Funds or their respective directors,

officers, employees, advisors, 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 Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor and the Investor Funds 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, and will procure the Investor Funds to, 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 and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor and the Investor Funds, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors Funds or in relation to any dealings in the Investor Shares;
- (y) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors,

representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

- (z) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor, the Investor Funds or their respective subsidiaries will arise;
- (aa) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (bb) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (cc) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (dd) the Investor (for itself and on behalf of the Investor Funds) 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 4.44.

6.2 The Investor (for itself and on behalf of the Investor Funds) further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

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

transactions as contemplated in this Agreement and perform its obligations under this Agreement;

- (e) this Agreement has been duly authorized, executed and delivered by the Investor (for itself and on behalf of the Investor Funds) and constitutes a legal, valid and binding obligation of the Investor and the Investor Funds enforceable against them in accordance with the terms of this Agreement and thus their performance of their obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) each of the Investor and the Investor Funds has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and the Investor Funds and required to be obtained by the Investor and the Investor Funds in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor (for itself and on behalf of the Investor Funds) aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor (for itself and on behalf of the Investor Funds) further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor (for itself and on behalf of the Investor Funds), and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor or the Investor Funds of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or the Investor Funds, respectively, or (ii) the Laws of any jurisdiction to which the Investor or the Investor Funds, respectively, is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the Investor Funds in connection with the Investor Funds’ subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or the Investor Funds or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the Investor Funds;
- (i) each of the Investor and the Investor Funds 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 to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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, the Investor Funds and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the Investor Funds or their respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor (for itself and on behalf of the Investor Funds) further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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 (for itself and on behalf of the Investor Funds) 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; its or the Investor Funds’ ordinary business is to buy or sell shares or debentures or it or the Investor Funds is a Professional Investor and by entering into this Agreement, it nor the Investor Funds is a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;
- (k) the Investor Funds are subscribing for the Investor Shares as principal for its own account and for investment purposes and on an investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor and the Investor Funds are not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;



- (m) the Investor Funds are subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) to the best of its knowledge after due and careful inquiry, the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor Funds' subscription for the Investor Shares will not result in the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor, the Investor Funds 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 Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) the Investor Funds 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;
- (p) to the best of its knowledge after due and careful inquiry, each of the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors is not a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the account of each of the Investor and the Investor Funds is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) to the best of its knowledge after due and careful inquiry, neither the Investor, its associates, the Investor Funds nor the Investor Funds' Substantial Investors is a director (including as a director within the preceding 12 months of the date

of this Agreement), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (s) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, to the best of its knowledge after due and careful inquiry, neither the Investor, its associates, the Investor Funds nor the Investor Funds' Substantial Investors fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (t) the Investor and the Investor Funds have not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) and the Investor Funds in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (w) to the best of its knowledge after due and careful inquiry, none of the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering;
- (x) to the best of its knowledge after due and careful inquiry, the Investor, its associates, the Investor Funds and the Investor Funds' Substantial Investors 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 the Investor Funds has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (z) no 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) has been or shall be entered into or made between the Investor, the Investor Funds or their affiliates, directors, officers, employees or agents on the one hand and the Company or its

controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;

- (aa) except as provided for in this Agreement, the Investor (for itself and on behalf of the Investor Funds) 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;
- (bb) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, its associates and the Investor Funds have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) neither the Investor, its associates, the Investor Funds nor the Investor Funds' Substantial Investors has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement or as otherwise notified to the Company, the Sole Sponsor and the Overall Coordinators and except where permitted under the applicable paragraphs of Chapter 4.15 of the Guide and the Listing Rules, and/or in accordance with any relevant waivers or consents granted by the Stock Exchange.

- 6.3 The Investor (for itself and on behalf of the Investor Funds) represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 (for itself and on behalf of the Investor Funds) 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor (for itself and on behalf of the Investor Funds) undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor (for itself and on behalf of the Investor Funds) 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 (for itself and on behalf of the Investor Funds) shall be deemed to warrant that such description in relation to it, the Investor Funds and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such

updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

- 6.4 The Investor (for itself and on behalf of the Investor Funds) understands that the representations, warranties, undertakings, 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 (for itself and on behalf of the Investor Funds) acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's and the Investor Funds' warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor agrees and undertakes to procure the Investor Funds that the Investor and the Investor Funds will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, 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 Funds or the Investor Subsidiary or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith (together, the **"Losses"**), provided that the indemnification in this clause 6.5 shall not apply in respect of any Indemnified Party to the extent that such Losses have been caused solely and directly by the gross negligence, wilful default or fraud of such Indemnified Parties as finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be).
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor and the Investor Funds under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;

- (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor Funds in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents, representatives or the Investor Funds; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives 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 and the Investor Funds will be relying on information contained in the International Offering Circular and that the Investor and the Investor Funds shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
- 7. TERMINATION**
- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.7;
  - (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute discretion, in the event that there is a material breach of this Agreement on the part of the Investor or the Investor Funds (or the Investor Subsidiary in the case of transfer of Investor Shares pursuant to clause 5.2) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor (for itself and on behalf of the Investor Funds) under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
  - (c) with the written consent of all the Parties.
- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor and the Investor Funds herein, together with clause 8.1, clause 10, clause 12 and clause 13 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor (for itself and on behalf of the Investor Funds) without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor is subject, and the background of the Investor and the Investor Funds and its relationship between the Company and the Investor and the Investor Funds 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
  - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor and the Investor Funds, except where the Investor (for itself and on behalf of the Investor Funds) shall have consulted the Company, the Overall Coordinators and the Sole Sponsor 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 (for itself and on behalf of the Investor Funds) of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the Investor Funds and the general background information on the

Investor and the Investor Funds prior to publication. The Investor (for itself and on behalf of the Investor Funds) shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor and their respective counsels.

- 8.4 The Investor (for itself and on behalf of the Investor Funds) 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 Overall Coordinators or the Sole Sponsor) to (i) update the description of the Investor and the Investor Funds 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC

Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)

Attention: Bi Ran

If to the Investor, to:

Address: 43<sup>rd</sup> Floor, The Center, 99 Queen's Road Central, Hong Kong

Email: [luojing@vp.com.hk](mailto:luojing@vp.com.hk)

Attention: Mr. LUO Jing

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)

Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong

Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to



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

- 10.4 The Investor (for itself and on behalf of the Investor Funds), the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor Funds. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
  - (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 (for itself and on behalf of the Investor Funds)) to any one or more of their affiliates. Such Overall Coordinators or the Sole Sponsor 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 and the Investor Funds for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor or the Investor Funds on or before the Listing Date, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

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

if this Agreement were governed by the laws of the United States or a state of the United States.

11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:

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

11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

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

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

## 12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.

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

## 13. IMMUNITY

13.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor (for itself and on behalf of the Investor Funds) 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 (for itself and on behalf of the Investor Funds) hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

#### **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:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



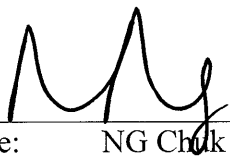
Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**VALUE PARTNERS LIMITED**

By:

A handwritten signature in black ink, appearing to be 'NG Chuk Fa', written over a horizontal line.

Name: NG Chuk Fa

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



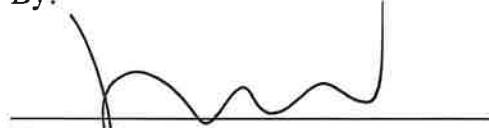
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

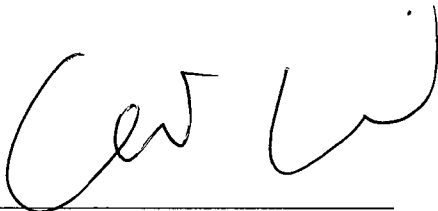
Name: Jean Li

Title: Managing Director



**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



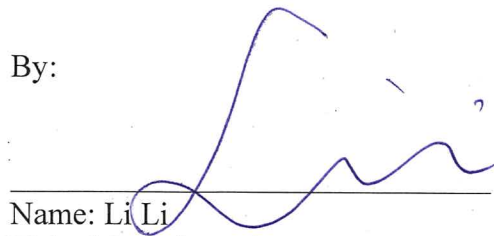
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

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

Name: Ruo YANG

Title: Managing Director

## **SCHEDULE 1**

### **INVESTOR SHARES**

#### **Number of Investor Shares**

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,500,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate quoted in the Prospectus) (excluding Brokerage and the Levies which the Investor Funds will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor Funds under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**

**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                                                                                                                        |                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                                                                                                                                | British Virgin Islands                                                                                                                                                     |
| Certificate of incorporation number:                                                                                                                                                   | 50600                                                                                                                                                                      |
| Business registration number:                                                                                                                                                          | 16533572-000-02-26-6                                                                                                                                                       |
| LEI number:                                                                                                                                                                            | 549300647TT63VJIS245                                                                                                                                                       |
| Business address and telephone number and contact person:                                                                                                                              | <p>Address: 43/F, The Center, 99 Queen's Road Central, Hong Kong</p> <p>Telephone: (852) 2143 0337</p> <p>Contact Person: Mr. LUO Jing</p> <p>Email: luojing@vp.com.hk</p> |
| Principal activities:                                                                                                                                                                  | Asset management                                                                                                                                                           |
| Ultimate controlling shareholder(s):                                                                                                                                                   | Value Partners Group Limited                                                                                                                                               |
| Place of incorporation of ultimate controlling shareholder(s):                                                                                                                         | Cayman Islands                                                                                                                                                             |
| Business registration number and LEI number of ultimate controlling shareholder(s):                                                                                                    | 38418386-000-09-25-1                                                                                                                                                       |
| Principal activities of ultimate controlling shareholder(s):                                                                                                                           | Investment holding                                                                                                                                                         |
| Shareholder and interests held:                                                                                                                                                        | 100%                                                                                                                                                                       |
| Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places: | <p>Cornerstone investor</p> <p>Value Partners Limited intends to procure the following investment funds to subscribe for Shares:</p>                                       |

|                                                                          |                            |
|--------------------------------------------------------------------------|----------------------------|
| Value Partners<br>China Greenchip<br>Fund Limited                        | SFC authorized<br>fund     |
| Value Partners<br>Intelligent Funds -<br>JA-VP China New<br>Century Fund | Non-SFC<br>authorized fund |
| Value Partners<br>Intelligent Funds –<br>China Convergence<br>Fund       | SFC authorized<br>fund     |
| Value Partners<br>Intelligent Funds –<br>Chinese Mainland<br>Focus Fund  | SFC authorized<br>fund     |

Description of the Investor for insertion in the Prospectus:

Each of Value Partners Hong Kong Limited (incorporated in Hong Kong in 1999) and Value Partners Limited (incorporated in the British Virgin Islands in 1991) has agreed to procure certain investment funds that it has actual discretionary investment management power over, to subscribe for relevant number of Shares. The investment funds managed by Value Partners Limited that will subscribe for the Offer Shares include Value Partners Intelligent Funds — Chinese Mainland Focus Fund, Value Partners Intelligent Funds — China Convergence Fund, Value Partners Intelligent Funds — JA-VP China New Century Fund and Value Partners China Greenchip Fund Limited, and the investment funds managed by Value Partners Hong Kong Limited that will subscribe for the Offer Shares include Value Partners Multi-Asset Fund, Value Partners Fund Series — Value Partners Asian Income Fund, Value Partners High-Dividend Stocks Fund, Value Partners Classic Fund, Value Partners Funds SPC — Value Partners China A-Share Innovation Fund SP, Value Partners Ireland Fund ICAV — Value Partners Asia Ex-Japan Equity Fund and Value Partners Fund Series — Value Partners Asian Innovation Opportunities Fund. Each of Value Partners Hong Kong Limited and Value Partners

Limited (together with other subsidiaries under Value Partners Group Limited (“**Value Partners**”)), acts as investment manager or investment advisor to all the funds above.

Both Value Partners Hong Kong Limited and Value Partners Limited are wholly-owned subsidiaries of Value Partners Group Limited, a company listed on the Stock Exchange (stock code: 806). Value Partners is one of Asia’s largest independent asset management firms. It is headquartered in Hong Kong and operates in Shanghai, Shenzhen and Singapore. Value Partners’ investment strategies cover equities, fixed income, multi-asset, quantitative investment solutions and alternatives for institutional and individual clients in the Asia Pacific and Europe. As of 31 December 2025, it has asset under management of approximately US\$6.2 billion.



**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**HONGXING INTERNATIONAL TECHNOLOGY LIMITED**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                     | Page         |
|----------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                   | 2            |
| 2. INVESTMENT .....                                                        | 8            |
| 3. CLOSING CONDITIONS .....                                                | 9            |
| 4. CLOSING .....                                                           | 10           |
| 5. RESTRICTIONS ON THE INVESTOR .....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES ..... | 15           |
| 7. TERMINATION .....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                 | 28           |
| 9. NOTICES .....                                                           | 29           |
| 10. GENERAL .....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....               | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                   | 33           |
| 13. IMMUNITY .....                                                         | 33           |
| 14. COUNTERPARTS .....                                                     | 34           |
| Schedule 1 INVESTOR SHARES .....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR .....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **Hongxing International Technology Limited**, a limited company established under the laws of Hong Kong whose registered office is at Unit 2706, 27/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong (香港灣仔港灣道 6-8 號瑞安中心 27 樓 2706 室) (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(GTJA Capital, the “**Sole Sponsor**”; GTJA Securities, the “**Sponsor-OC**”; GTJA Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

- (B) GTJA Capital is acting as the Sole Sponsor, and GTJA Securities is acting as the Sponsor-OC of the Global Offering.
- (C) GTJA Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

**“A Shares”** means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

“**CSRC Filing Report**” means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules.

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

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

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

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

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

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

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

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

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

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

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

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

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

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

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



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

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

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; 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 organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

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

## **2. INVESTMENT**

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-

owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate,

true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements

under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.

- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## 5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree

or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal and will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor.

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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall

Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, 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 and it would not become a core connected person of the Company within the meaning of the Listing Rules at all times during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.
- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors,



officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.

- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

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

- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;

- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph

3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and

representatives arising out of or in connection with this Agreement and the Global Offering;

- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "Authorized Recipients") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or

furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor

Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;

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

- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall



Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;
- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (o) 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;
- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules
- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;
- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators

including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

- 6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
- 7. TERMINATION**
- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.7;
  - (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
  - (c) with the written consent of all the Parties.
- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

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

Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: Unit 2706, 27/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong (香港灣仔港灣道 6-8 號瑞安中心 27 樓 2706 室)  
Email: [finance01@shpcb.com](mailto:finance01@shpcb.com)  
Attention: Guoqiang Zhu

If to GTJA Capital, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to GTJA Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong

Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.



- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

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

- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## 12. GOVERNING LAW AND JURISDICTION

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

## 13. IMMUNITY

- 13.1 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.

#### **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:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**HONGXING INTERNATIONAL TECHNOLOGY LIMITED**

By:

A handwritten signature in black ink, appearing to be '陈涛' (Chen Tao), written in a cursive style.

---

Name: Chen Tao

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



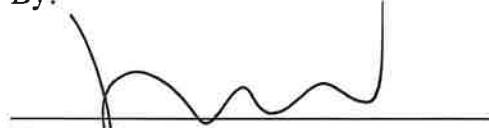
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

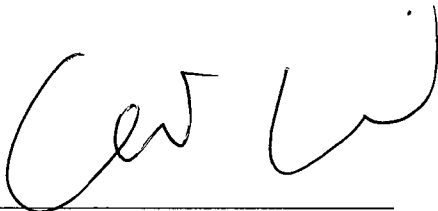
Name: Jean Li

Title: Managing Director



**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



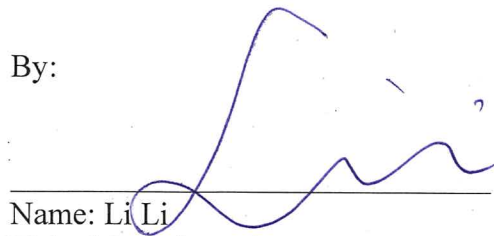
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

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

Name: Ruo YANG

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 30,000,000 (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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                              |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Unit 2706, 27/F, Shui On Centre, 6-8 Harbour Road, Wan Chai, Hong Kong (香港灣仔港灣道 6-8 號瑞安中心 27 樓 2706 室)       |
| Certificate of incorporation number:                                                | 58515996-000-06-25-3                                                                                         |
| Business registration number:                                                       | 58515996-000-06-25-3                                                                                         |
| Principal activities:                                                               | Sales of PCBs                                                                                                |
| Ultimate controlling shareholder(s):                                                | Victory Giant Technology (HuiZhou) Co., Ltd.                                                                 |
| Place of incorporation of ultimate controlling shareholder(s):                      | Hangcheng Technology Park, Xinqiao Village, Danshui Town, Huiyang District, Huizhou, Guangdong Province, PRC |
| Business registration number and LEI number of ultimate controlling shareholder(s): | 91441300791200462B                                                                                           |
| Principal activities of ultimate controlling shareholder(s):                        | Manufacturing and sales of PCBs                                                                              |
| Shareholder and interests held:                                                     | 100%                                                                                                         |

|                                                                                                                                                                                               |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p>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:</p> | <p>Cornerstone investor</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Description of the Investor for insertion in the Prospectus:</p> | <p>Hongxing International Technology Limited (宏興國際科技有限公司) (“<b>Hongxing International</b>”) will subscribe for and hold the relevant number of Offer shares under the Cornerstone Investment Agreement. Hongxing International is a limited company established under the laws of Hong Kong and is wholly owned by Victory Giant Technology (HuiZhou) Co., Ltd. (勝宏科技(惠州)股份有限公司), a company established under the laws of PRC, and the A Shares of which are listed on the ChiNext of the Shenzhen Stock Exchange (stock code: 300476). Hongxing International mainly engages in the trading of electronic products and equity investment business.</p> |
|---------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**MORGAN STANLEY & CO. INTERNATIONAL PLC**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**



## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 7            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 23           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 24           |
| 9. NOTICES.....                                                           | 25           |
| 10. GENERAL.....                                                          | 26           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 28           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 29           |
| 13. IMMUNITY.....                                                         | 29           |
| 14. PROCESS AGENT.....                                                    | 30           |
| 15. COUNTERPARTS .....                                                    | 30           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **Morgan Stanley & Co. International plc**, a company incorporated in United Kingdom whose registered office is at 25 Cabot Square, Canary Wharf, London E14 4QA (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”);
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.

- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

**“A Shares”** means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

**“associate/close associate”** shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly (for the avoidance of doubt, Morgan Stanley Investment Management business or any funds, entities that form part of and/or managed by the Morgan Stanley Investment Management business is not an associate/close associate of the Investor);

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

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

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

“**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 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 contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares;

- (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
- (iii) agreeing or disclosing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i) and(ii) above, in each case whether any of the foregoing transactions described in (i) and(ii) above is to be settled by delivery of Relevant Shares; and **“disposal”** shall be construed accordingly, except that “dispose of” does not include a liquidation of, or merger or reorganization with or into another fund that shares the same or affiliated investment adviser or any other disposal needed for regulatory purpose nor creation of or any agreement to create or sell or grant or enter into any cash-settled option referencing the Relevant Shares.

**“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 (including without limitation, the Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

**“Group”** means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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;

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

**“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”** or **“Renminbi”** 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;

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

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

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

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

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

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

## 2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 Subject to due payment pursuant to clause 4.2, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid and free from 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.
- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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;
- (e) 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 Shares on the Stock Exchange; and
- (f) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and

the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date.

- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules (subject to any such waiver granted by the Stock Exchange). For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.7, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.8 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2 and 5.3, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares; (ii) agrees, enters into an agreement or publicly announces an intention to enter into such a transaction with any third party for disposal of the Relevant Shares; or; (iii) 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. For the avoidance of doubt, nothing contained in this clause 5.1 shall prevent the Investor from any market making, purchase, disposal, derivatives transactions referencing the Shares or other similar arrangements outside of this Agreement.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from:
- (a) acquiring, transferring, disposing of, entering into or otherwise dealing with any Shares and for the avoidance of doubt, including the A Shares of the Company any time during the Lock-up Period (other than the Relevant Shares subscribed or acquired pursuant to this Agreement); and/or
  - (b) acquiring, transferring, disposing of, entering into any option, warrant, swap, hedge or any other derivative transactions in respect of any Shares, and for the avoidance of doubt, including the A Shares of the Company any time during the Lock-up Period (other than those referencing the Relevant Shares subscribed or acquired pursuant to this Agreement).
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to prove that the prospective transferee is a wholly owned subsidiary of the

Investor as the Company, the Sole Sponsor and the Overall Coordinators may reasonably require;

- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 Overall Coordinators and the Sole Sponsor 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 under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, 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 on the Listing Date and the Investor undertakes to notify the Company promptly in writing if the Investor becomes aware that the aggregate holding of the Investor and its close associates in the total issued share capital of the Company, at any time during a 12-month period following the Listing Date, will reach 10% or more of the Company's entire issued share capital at such time.
- 5.5 The Investor agrees that the Investor's holding of the Company's share capital is on a principal basis.

- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not 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 or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents.
- 5.7 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, 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, provided that the Investor has been given a reasonable opportunity to review the description, reference or use of its name in such disclosure and make such amendments as may be reasonably required (if any), 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 to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
  - (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall 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 Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor to comply with Rule 8.08(3) of the Listing Rules, which stipulates that not more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders on the Listing Date.;
- (i) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (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 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 under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;



- (m) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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 5.3, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (o) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (p) 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;

- (q) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (r) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (s) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (t) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (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;

- (u) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (v) in the event that the Global Offering is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (w) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;
- (x) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (y) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (z) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

- (c) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (d) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (e) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (f) all consents, approvals, authorizations, permissions and registrations (the “Approvals”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed.;
- (g) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (h) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares in all material respects, including, to the extent practicable and legally permitted, to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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); (collectively, the “Investor-related Information”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall

Coordinators and their respective affiliates, directors, officers, supervisors, 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, provided that to the extent practicable and permitted by law, reasonable time has been given to the Investor to review and provide comments on the disclosure, and the form and substance of the disclosure have been confirmed in writing by the Investor, and such provision and disclosure of information does not contradict with any laws applicable to the Investor and/or its affiliates;;

- (i) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMI's or the underwriters in connection with the transactions contemplated thereunder;
- (j) 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 or supervisor of the Company;
- (k) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (l) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (m) to its reasonable knowledge, the Investor and the Investor's beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor, to the best of its knowledge, and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; and (iii) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the

Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company;

- (n) the Investor will subscribe for the Investor Shares using its own funds and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (o) to the best of its knowledge, each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMI(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;
- (p) 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;
- (q) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (r) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (s) 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;
- (t) in the event that the Investor or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any H Shares under the Global Offering other than pursuant to this Agreement, the Investor will notify the Company, the Joint Sponsors and the Overall Coordinators forthwith.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 material respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Overall

Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all material respects and is not misleading.

- 6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that the indemnification in this clause 6.5 shall not apply to such Liabilities of any Indemnified Party to the extent that such Loss have been caused solely and directly by such Indemnified Party's gross negligence, wilful default or fraud as finally and judicially determined by a court or an arbitral tribunal of competent jurisdiction. 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.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives 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 as well as the representations and warranties provided in clause 6.7 of this Agreement and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

## **7. TERMINATION**

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.8;
  - (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.3) (including a material breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering; 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 shall survive notwithstanding the termination of this Agreement.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
  - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the

relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor and their respective counsels.

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: 36F, International Commerce Centre, 1 Austin Road, West Kowloon, Hong Kong  
Email: [Derrick.Cao@morganstanley.com](mailto:Derrick.Cao@morganstanley.com)  
[Anqi.Jiang@morganstanley.com](mailto:Anqi.Jiang@morganstanley.com)  
[Lea.Zhang@morganstanley.com](mailto:Lea.Zhang@morganstanley.com)  
Attention: Derrick Cao , Anqi Jiang, Lea Zhang

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong

Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future 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 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 pursuant to clause 4.2 for the purposes of this Agreement.
- 10.3 The Investor, the Company, the Overall Coordinators and the Sole Sponsor 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.
- 10.4 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.

- 10.5 This Agreement will be executed in the English language only.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 To the extent otherwise set out in this Clause 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
  - (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(a).
- 10.11 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 Overall Coordinators or the Sole Sponsor 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.
- 10.12 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.

- 10.13 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.
- 10.14 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.
- 10.15 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Sole Sponsor 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.
- 10.16 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
  - 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

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

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

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

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.

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

## **13. IMMUNITY**

13.1 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.

#### **14. PROCESS AGENT**

- 14.1 The Investor irrevocably appoints Morgan Stanley Dsp China Trading Desk at 36F, International Commerce Centre, 1 Austin Road, West Kowloon, Hong Kong,, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

#### **15. COUNTERPARTS**

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

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

**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director



**FOR AND ON BEHALF OF:**

**Morgan Stanley & Co. International plc**

By:

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

Name: Derrick Cao

Title: Managing Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



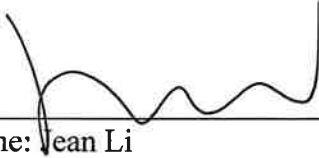
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

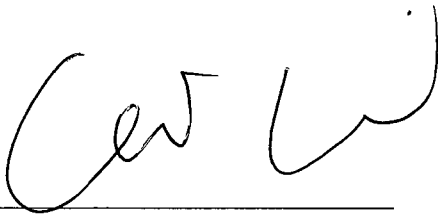
  
A handwritten signature in black ink, consisting of a series of loops and a final upward stroke, positioned above a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



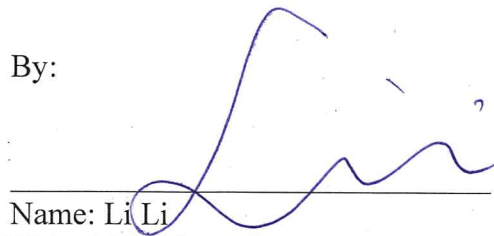
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

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

Name: Ruo YANG

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 29,900,000 (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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.



**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | United Kingdom                                                                                                                                                                                                               |
| Certificate of incorporation number:                                                | 2068222                                                                                                                                                                                                                      |
| Business registration number:                                                       | N/A                                                                                                                                                                                                                          |
| LEI number:                                                                         | 4PQUHN3JPF GFNF3BB653                                                                                                                                                                                                        |
| Business address and telephone number and contact person:                           | 36F, International Commerce Centre,1<br>Austin Road, West Kowloon, Hong Kong<br><br>Derrick Cao<br><br>+852 2239-1396                                                                                                        |
| Principal activities:                                                               | Provision of financial services to a global client base consisting of corporations, governments and financial institutions. Financial services include investment banking, sales and trading, and other services to clients. |
| Ultimate controlling shareholder(s):                                                | Morgan Stanley, a Delaware corporation whose shares are listed on the NYSE                                                                                                                                                   |
| Place of incorporation of ultimate controlling shareholder(s):                      | United States of America                                                                                                                                                                                                     |
| Business registration number and LEI number of ultimate controlling shareholder(s): | IGJSJL3JD5P3016NJZ34                                                                                                                                                                                                         |
| Principal activities of ultimate controlling shareholder(s):                        | Provision of financial services to a global client base consisting of corporations, governments and financial institutions. Financial services include investment                                                            |

|                                                                                                                                                                                        |                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
|                                                                                                                                                                                        | banking, sales and trading, and other services to clients. |
| Shareholder and interests held:                                                                                                                                                        | Wholly owned by Morgan Stanley Investments (UK)            |
| 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<br>Existing shareholder               |

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of the Investor for insertion in the Prospectus: | <p>Morgan Stanley &amp; Co. International plc (“<b>MSIP</b>”) is a company incorporated in the United Kingdom. The ultimate parent undertaking and controlling entity is Morgan Stanley. Morgan Stanley together with its subsidiary undertakings forms the “Morgan Stanley Group.” Morgan Stanley is a global financial services firm authorised as a Financial Holding Company and regulated by the Board of Governors of the Federal Reserve System in the United States of America. The Morgan Stanley Group operates within the financial services industry and is subject to extensive supervision and regulation. The principal activity of the Morgan Stanley Group is the provision of financial services to a global client base consisting of corporations, governments and financial institutions. Financial services include investment banking, sales and trading, and other services to clients.</p> |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**GREENWOODS ASSET MANAGEMENT HONG KONG LIMITED**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 7            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 27           |
| 9. NOTICES.....                                                           | 29           |
| 10. GENERAL.....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 33           |
| 13. IMMUNITY.....                                                         | 33           |
| 14. COUNTERPARTS .....                                                    | 33           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **GREENWOODS ASSET MANAGEMENT HONG KONG LIMITED**, a company incorporated in Hong Kong whose registered office is at Suite 3601-09& 3620, 36/F, Jardine House, 1 Connaught Place, Central, Hong Kong (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(GTJA Capital, the “**Sole Sponsor**”; GTJA Securities, the “**Sponsor-OC**”; GTJA Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) GTJA Capital is acting as the Sole Sponsor, and GTJA Securities is acting as the Sponsor-OC of the Global Offering.

- (C) GTJA Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

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

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

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, 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 Shares”** means the number of H Shares to be subscribed for by the Investor as an investment manager or investment advisor on behalf of funds managed by it, 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly

waived by the Company, the Overall Coordinators and the Sole Sponsor) and other terms and conditions of this Agreement:

- (a) the Investor as an investment manager or investment advisor on behalf of funds managed by it, 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 as an investment manager or investment advisor on behalf of funds managed by it, and 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares as an investment manager or investment advisor on behalf of funds managed by it, at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of the first disposal of Relevant Shares at the first time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal and will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares.
- 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the



Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;

- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the

total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis or on behalf of funds managed by it as an investment manager or investment advisor, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor showing that the Investor's holding of the Company's share capital is on a proprietary investment basis or on behalf of funds managed by it as an investment manager or investment advisor. 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide or otherwise permitted under a waiver or consent given by the Stock Exchange.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public

Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages; for the avoidance of doubt, the Investor will not disclose the identity information of the investors of the fund the Investor manages or advises, named Golden China Master Fund, unless it is allowed in all applicable laws and regulations.
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company

or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States

and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering excluding, however, any claims resulting from the gross negligence, fraud or willful default by any of the aforementioned parties;
- (q) it has had (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in

accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has had with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given

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

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;

- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (z) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong



time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention

by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product) subject to Clause 6.1(d); 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**”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

- (k) it is subscribing for the Investor Shares as an investment manager or investment advisor on behalf of funds managed by it 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 or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) to the best knowledge of the Investor after due and careful inquiry, the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) each of the Investor, and to the best knowledge of the Investor after due and careful inquiry, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (q) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, nor to the best knowledge of the Investor after due and careful inquiry, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (w) none of the Investor, and to the best knowledge of the Investor after due and careful inquiry, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors, to the Investor's best knowledge after due and careful inquiry, who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;

- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;
- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement, and in compliance with Chapter 4.15 of the Listing Guide or otherwise permitted under a waiver or consent given by the Stock Exchange.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

- 6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or

arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and

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

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

## **7. TERMINATION**

- 7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12 and clause 13 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
  - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: Suite 3601-09, 36/F, Jardine House, 1 Connaught Place, Central, Hong Kong  
Email: [hkcompliance@greenwoodsasset.com](mailto:hkcompliance@greenwoodsasset.com); [steve.lo@greenwoodsasset.com](mailto:steve.lo@greenwoodsasset.com)  
Attention: Compliance Team

If to GTJA Capital, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to GTJA Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong  
Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)  
Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions

contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 1.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 1.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 1.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

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

## **12. GOVERNING LAW AND JURISDICTION**

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

## **13. IMMUNITY**

- 13.1 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.

## **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:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



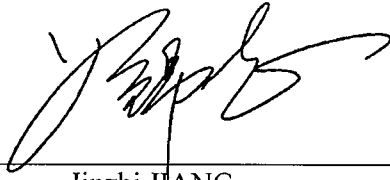
Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**GREENWOODS ASSET MANAGEMENT HONG KONG  
LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Jinzhi JIANG', written over a horizontal line.

Name: Jinzhi JIANG

Title: Director



**FOR AND ON BEHALF OF:**

**GREENWOODS ASSET MANAGEMENT HONG KONG  
LIMITED**

By:



Name: Edwin Whey Shin YEO

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



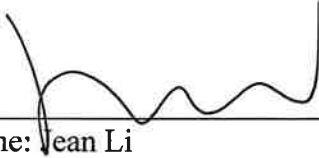
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

  
A handwritten signature in black ink, consisting of a series of loops and a final upward stroke, positioned above a horizontal line.

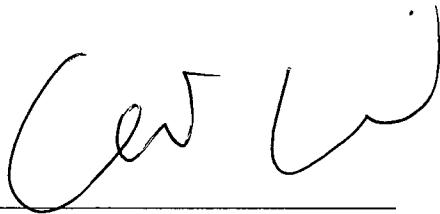
Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Lei Li', written over a horizontal line.

Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



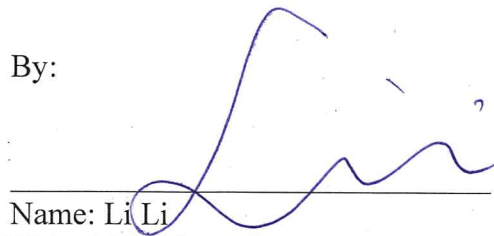
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Ruo YANG', written above a horizontal line.

Name: Ruo YANG

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 23,000,000 (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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.



**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                           |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Hong Kong                                                                                                                 |
| Certificate of incorporation number:                                                | 955231                                                                                                                    |
| Business registration number:                                                       | 35414282-000-03-20-5                                                                                                      |
| LEI number:                                                                         | 549300B8VMLN0J0U2Y43                                                                                                      |
| Business address and telephone number and contact person:                           | Suite 3601-09, 36/F, Jardine House, 1<br>Connaught Place, Central, Hong Kong<br>+65 6202 9796<br><br>Yeo Whey Shin, Edwin |
| Principal activities:                                                               | Asset Management                                                                                                          |
| Ultimate controlling shareholder(s):                                                | Jinzhi Jiang                                                                                                              |
| Place of incorporation of ultimate controlling shareholder(s):                      | N/A                                                                                                                       |
| Business registration number and LEI number of ultimate controlling shareholder(s): | N/A                                                                                                                       |
| Principal activities of ultimate controlling shareholder(s):                        | N/A                                                                                                                       |
| Shareholder and interests held:                                                     | 84.5%                                                                                                                     |

|                                                                                                                                                                                               |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p>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:</p> | <p>Cornerstone investor</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|

Description of the Investor for insertion in the Prospectus:

Greenwoods Asset Management Hong Kong Limited (“HK Greenwoods”) is a private fund management company incorporated in Hong Kong with limited liability. Established in 2005, HK Greenwoods is one of the largest and earliest China-focused asset managers mainly specializing in investing into companies in the Greater China region. HK Greenwoods focuses on fundamental research, value investments, and local due diligence. Investors of funds and accounts managed by HK Greenwoods on a discretionary basis include institutional investors and high-net-worth individual professional investors. Mr. Jiang Jinzhi is the chairman and an ultimate beneficial owner of HK Greenwoods.

As confirmed by HK Greenwoods, the subscription of the Offer Shares as a cornerstone investor will be made by HK Greenwoods in its capacity as the investment manager of Golden China Master Fund. As of 30 May 2026, no single ultimate beneficial owner holds 30% or more interest in the Golden China Master Fund.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**3W FUND MANAGEMENT LIMITED**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 8            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 27           |
| 9. NOTICES.....                                                           | 28           |
| 10. GENERAL.....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 32           |
| 13. IMMUNITY.....                                                         | 33           |
| 14. COUNTERPARTS .....                                                    | 33           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, 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**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”). (Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.

- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

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

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

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

“**Indemnified Parties**” has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than 8:00 a.m. (Hong Kong time) two (2) 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares.
- 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the



Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;

- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the

total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis (or for fund(s) it acts as investment manager), and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators

and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has

taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any

persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents

all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;
- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning,

including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;

- (z) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

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



- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of

(as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMI or the underwriters in connection with the transactions contemplated thereunder;
- (k) 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 or supervisor of the Company;

- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;

- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall

Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives has entered into any arrangement,

agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

## **7. TERMINATION**

- 7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant

employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City,  
Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: Suite 507, ICBC Tower, 3 Garden Road, Central, Hong Kong  
Email: [zhouyy@3wfund.com](mailto:zhouyy@3wfund.com)  
Attention: Chief Operating Officer

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road  
Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road  
Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong  
Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)  
Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong  
Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)  
Attention: Project Future team

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

was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in

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

### **13. IMMUNITY**

- 13.1 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.

### **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:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**3W FUND MANAGEMENT LIMITED**

By:

A handwritten signature in black ink, appearing to read 'Wu Weiwei'.

---

Name: Weiwei WU

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



Name: Cinema Shi

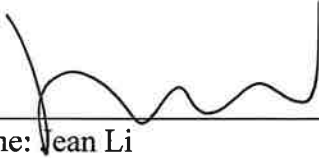
Title: Managing Director



**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:



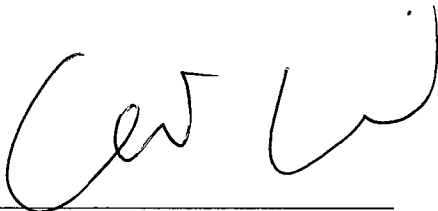
---

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



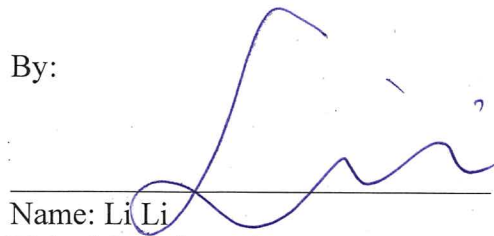
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, consisting of a large, stylized 'L' followed by several smaller, connected loops and a final upward stroke.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Ruo YANG', written above a horizontal line.

Name: Ruo YANG

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 20,000,000 (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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                           |                                                                                      |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Place of incorporation:                                                                   | Hong Kong                                                                            |
| Certificate of incorporation number:                                                      | 1779326                                                                              |
| Business registration number:                                                             | 60150233                                                                             |
| LEI number:                                                                               | 254900K10GHDXQBUW742<br>Suite 507, ICBC Tower, 3 Garden Road,<br>Central, Hong Kong. |
| Business address and telephone number and<br>contact person:                              | (852) 2597 3166<br>Yuanyuan ZHOU                                                     |
| Principal activities:                                                                     | Asset management                                                                     |
| Ultimate controlling shareholder(s):                                                      | Weiwei WU                                                                            |
| Place of incorporation of ultimate<br>controlling shareholder(s):                         | N/A                                                                                  |
| Business registration number and LEI<br>number of ultimate controlling<br>shareholder(s): | N/A<br>N/A                                                                           |
| Principal activities of ultimate controlling<br>shareholder(s):                           | N/A                                                                                  |
| Shareholder and interests held:                                                           | 100%                                                                                 |

|                                                                                                                                                                                               |                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|
| <p>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:</p> | <p>Cornerstone investor</p> <p>Non-SFC-authorized fund</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Description of the Investor for insertion in the Prospectus:</p> | <p>3W Fund Management Limited (“<b>3W Fund</b>”) is incorporated in Hong Kong with limited liability and licensed by the Hong Kong SFC to carry out type 9 (asset management) regulated activity. 3W Fund is wholly owned by Mr. Weiwei Wu, an Independent Third Party. 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. No single investor holds 30% or more interest in 3W Global Fund.</p> |
|---------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



基石投资协议

2026 年 6 月 15 日

广东领益智造股份有限公司

与

**DELIANTE HOLDINGS CO., LTD.**

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 22        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 257       |
| 12. 管辖法律及司法权区.....  | 27        |
| 13. 豁免权.....        | 28        |
| 14. 法律程序文件代理人.....  | 28        |
| 15. 副本.....         | 28        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 号（“**本公司**”）；
- (2) **DELIANTE HOLDINGS CO., LTD.**，一家于英属维尔京群岛注册成立的公司，其注册办事处地址位于 Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands,（“**投资者**”）
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰**”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰证券**”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“**花旗**”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“**中信**”）；及
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“**独家保荐人**”；国泰证券，“**保荐人兼整体协调人**”；国泰证券、花旗、中信及 JPM，统称及各自称为“**整体协调人**”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。

- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券

及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或
- (iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以

交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如附表一所计算）；

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

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

“**上市日期**”指 H 股首次于联交所上市的日期；

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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**自有资金投资为基础**”指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**S 规例**”指证券法项下的 S 规例；

“**监管机构**”具有第 6.2(i)条赋予该词的涵义；

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

“**人民币**”指人民币，中国的合法货币；

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

“**证监会**”指香港证券及期货事务监察委员会；

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

“**股份**”指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义；及

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法



人资格)的提述;

- (j) 对“**包括**”的提述应被解释为包括但不限于; 及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知(不晚于上市日期前三个营业日), 选择通过作为专业投资者的投资者全资附属公司认购投资者股份, 且该全资附属公司是非美国人士, 且并非为了美国人士或代表美国人士的利益而购买投资者股份; (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份, 前提是:

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额, 以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务, 而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外, 投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

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

- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
- (c) 联交所上市委员会已批准股份的上市并准许买卖 H 股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖 H 股之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

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

- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条

取代)项下的最低公众持股量规定或联交所批准的其他规定;或(iii)上市规则第8.08A条(经修订并由第19A.13C条取代)项下的自由流通量要求;或(iv)上市规则第18项应用指引第3.2段项下的规定,即首次公开发售中,至少40%的初始发售股份须分配予配售部分的投资者(不包括基石投资者),独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配,以符合上市规则第8.08(3)条的规定。为免生疑,倘投资者股份数量依据本第4.6条获得调整,各方须真诚合作以落实该等调整,包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整,且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士(视乎情况而定)各自因其控制以外的状况,包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级(包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流感、H5N1、MERS、埃博拉病毒及COVID-19)、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争(不论是否宣战)、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况,而被阻止或延迟履行其在本协议下的义务,本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事(如适用)、雇员、职员、关联方、合伙人、代理人、顾问及代表(不论共同或个别)无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任,且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下,本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而,根据本条款4.7的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第5.2条,投资者(为其自身及代表投资者附属公司(在投资者股份由投资者附属公司持有的情况下))与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止(“**禁售期**”)内的任何时间(包括上市日期),投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利,或同意或订约订立或公开宣布有意订立此类交易;(ii)允许其自身在其最终实益拥有人层面发生控制权改变(其定义见证监会颁布的《公司收购、合并及股份回购守则》);或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易;或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易,而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收,无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份,投资者将在拟议处置前立即书面通知本公司、整体协调人和独家保荐人,并将确保

(a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成 H 股市场混乱或虚假；(c) 未经本公司、整体协调人及独家保荐人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本

公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。

- 5.4 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律行动；

- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目

的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第 5.2 条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (p) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级管理人员、监事、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；



- (q) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》所界定的内幕消息；(ii)尽其全力确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (s) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (t) 投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与

公开发售的任何方式（定义见证券法第 4(2)条））；

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

并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇问、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (aa) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (bb) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (cc) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (dd) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (ee) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费。

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；

- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第三方的同意、批准或授权，除第 3.1 条所列条件外；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“批准”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“监管机构”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人 人与公司及其任何股东之间的任何关联关系）（“投资者相关信息”）。

投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；
- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；
- (o) 投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务；
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分

销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；

- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或 (b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其联属公司、董事、高级管理人员、雇员或代理人或本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；

(aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及

(bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。

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

6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、

收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。

6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。

6.7 本公司陈述、保证并承诺：

- (a) 其依据中华人民共和国的法律依法成立并有效存续；
- (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
- (c) 在遵守第4.2条作出付款并且遵守第5.1条规定的禁售期的前提下，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股享有同等地位；
- (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的H股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第3.2条、第4.5条或第4.7条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第5.2条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。



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

7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条、第 13 条及第 14 条在任何情况下应继续有效。

## 8. 公布和保密

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

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

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

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

任何意见和证明文件。

- 8.4 投资者立即承诺就编制第8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

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

如向公司发送通知，则发送至：

地址： 中国广东省江门市蓬江区龙湾路 8 号  
电子邮箱： [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
收件人： 毕冉

如向投资人发送通知，则发送至：

地址： 香港九龍九龍灣常悅道 18 號周大福保險中心 7 樓 07-06 室  
电子邮箱： [cai\\_wangxuan@ want-want.com](mailto:cai_wangxuan@want-want.com)  
收件人： 蔡旺軒

如向国泰发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱： [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
收件人： Future IBD Team

如向国泰证券发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱： [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
收件人： Future ECM Team

如向花旗发送通知，则发送至：

地址： 香港中环花园道 3 号冠君大厦 50 楼  
电子邮箱： [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
收件人： Project Future Team

如向中信发送通知，则发送至：

地址： 香港金钟道 88 号太古广场一座 18 楼

电子邮箱： [project\\_future@clsa.com](mailto:project_future@clsa.com)

收件人： Project Future Team

如向 JPM 发送通知，则发送至：

地址： 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱： [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人： Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定，独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。

- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.10 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
  - (b) 在未获得第 10.9(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
  - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和

许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

- 10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。
- 10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

## 11. 承认美国特别处理机制

- 11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。
- 11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。
- 11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：
- 11.3.1 “BHC 法案联属人士”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；
- 11.3.2 “被涵盖实体”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；
- 11.3.3 “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；
- 11.3.4 “美国特别处理机制”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## 12. 管辖法律及司法权区

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

### **13. 豁免权**

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

### **14. 法律程序文件代理人**

- 14.1 投资者不可撤销地委任位于香港九龍九龍灣常悅道 18 號周大福保險中心 7 樓 07-06 室的蔡旺軒，代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。
- 14.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书。

### **15. 副本**

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

本协议于文首列明的日期由缔约双方正式授权签署，以昭信守。

为及代表：

广东领益智造股份有限公司

签署：



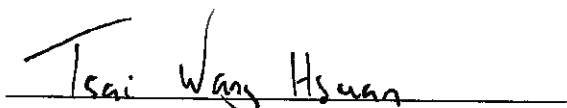
姓名： 曾芳勤

职务： 执行董事

为及代表:

**DELIANTE HOLDINGS CO., LTD.**

签署:

A handwritten signature in black ink, reading "Tsai Wang Hsuan", is written over a horizontal line.

姓名: 蔡旺軒

职务: 董事



为且代表

国泰君安融资有限公司

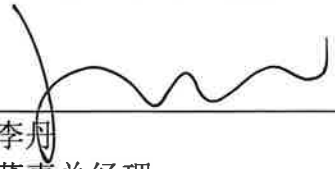


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, appearing to be 'Lei Li', written over a horizontal line.

为且代表

中信里昂證券有限公司



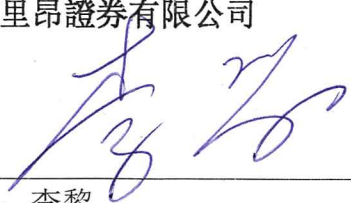
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理

为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 20,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

|                             |                                                                                                                                                                       |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 投资者                         | DELIANTE HOLDINGS CO., LTD.                                                                                                                                           |
| 注册成立地:                      | Vistra Corporate Services Centre,<br>Wickhams CayII, Road Town, Tortola,<br>VG1110, British Virgin Islands                                                            |
| 注册证书编号:                     | CB84286CD2                                                                                                                                                            |
| 商业登记号码:                     | 2041108                                                                                                                                                               |
| 法人机构识别编码:                   | N/A                                                                                                                                                                   |
| 营业地址及电话及联系人:                | 营业地址 : Vistra Corporate<br>Services Centre, Wickhams CayII, Road<br>Town, Tortola, VG1110, British Virgin<br>Islands<br>电话 e: +8615800795767<br>联系人: Haofan Lin (林浩凡) |
| 主要业务:                       | 私人投资                                                                                                                                                                  |
| 最终控股股东:                     | N/A                                                                                                                                                                   |
| 最终控股股东的注册地:                 | N/A                                                                                                                                                                   |
| 最终控股股东的商业登记号码及法人<br>机构识别编码: | N/A                                                                                                                                                                   |
| 最终控股股东的主要业务:                | N/A                                                                                                                                                                   |
| 股东及持有之权益:                   | TSAI Eng-Meng 15%<br>TSAI Wang-Tsu 17%<br>TSAI Shao-Chung 17%<br>TSAI Wang-Chia 17%<br>TSAI Wang-Ting 17%                                                             |



TSAI Wang-Hsuan 17%

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

基石投资者

将纳入招股章程中的有关投资者的描述:

Deliante Holdings Co., Ltd. (“**Deliante**”) is a limited liability company incorporated in the British Virgin Islands on August 6, 2020. It is an investment holding company which is used to hold financial assets such as stocks and bonds for a family trust established by Mr. Tsai Eng-Meng (“**Mr. Tsai**”), as settlor for the benefit of Mr. Tsai and his family members. Mr. Tsai is the chairman of the board of Want Want Group, a company primarily engaged in the food and beverage industry in mainland China. Each of Deliante and its shareholders including Mr. Tsai is an Independent Third Party. None of its shareholders (including Mr. Tsai) holds 30% or more interest in Deliante.

基石投资协议

2026年6月15日

广东领益智造股份有限公司

与

舜宇资本有限公司

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 23        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 258       |
| 12. 管辖法律及司法权区.....  | 27        |
| 13. 豁免权.....        | 28        |
| 14. 副本.....         | 28        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 号（“**本公司**”）；
- (2) 舜宇资本有限公司，一家于香港注册成立的公司，其注册办事处地址位于 UNIT 2304-5 23/F HENLEY BLDG 5 QUEEN’S RD CENTRAL CENTRAL HONG KONG（“**投资者**”）
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰**”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰证券**”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“**花旗**”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“**中信**”）；及
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“**独家保荐人**”；国泰证券，“**保荐人兼整体协调人**”；国泰证券、花旗、中信及 JPM，统称及各自称为“**整体协调人**”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。

- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券

及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或
- (iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以

交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如附表一所计算）；

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

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

“**上市日期**”指 H 股首次于联交所上市的日期；

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

“**禁售期**”具有第 5.1 条赋予该词的涵义；

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

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

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

“**初步发售通函**”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

“**专业投资者**”指具有证券及期货条例附表一第一部赋予该词的涵义；

“**自有资金投资为基础**”指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

“**招股章程**”指本公司将就香港公开发售发行的最终招股章程；

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

“**S 规例**”指证券法项下的 S 规例；

“**监管机构**”具有第 6.2(i)条赋予该词的涵义；

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

“**人民币**”指人民币，中国的合法货币；

“**证券法**”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

“**证监会**”指香港证券及期货事务监察委员会；

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

“**股份**”指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；



“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有公司条例所载的涵义；

“**美国**”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“**美元**”指美国法定货币；

“**美国人士**”具有证券法项下的 S 规例赋予该词的涵义；及

“**包销商**”指香港公开发售的香港包销商及国际发售的国际包销商。

1.2 本协议中除文义另有要求外：

- (a) 对某一“**条文**”、“**分条**”或“**附表**”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“**人士**”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法

人资格)的提述;

- (j) 对“**包括**”的提述应被解释为包括但不限于; 及
- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知(不晚于上市日期前三个营业日), 选择通过作为专业投资者的投资者全资附属公司认购投资者股份, 且该全资附属公司是非美国人士, 且并非为了美国人士或代表美国人士的利益而购买投资者股份; (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份, 前提是:

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额, 以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务, 而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外, 投资者一词应在本协议中解释为包含投资者全资附属公司。

- 2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

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

- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
- (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
- (c) 联交所上市委员会已批准股份的上市并准许买卖 H 股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖 H 股之前并未被撤销；
- (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
- (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。

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

- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第

19A.13A 条取代)项下的最低公众持股量规定或联交所批准的其他规定;或(iii)上市规则第 8.08A 条(经修订并由第 19A.13C 条取代)项下的自由流通量要求;或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定,即首次公开发售中,至少 40% 的初始发售股份须分配予配售部分的投资者(不包括基石投资者),独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配,以符合上市规则第 8.08(3)条的规定。为免生疑,倘投资者股份数量依据本第 4.6 条获得调整,各方须真诚合作以落实该等调整,包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整,且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士(视乎情况而定)各自因其控制以外的状况,包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级(包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19)、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争(不论是否宣战)、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况,而被阻止或延迟履行其在本协议下的义务,本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事(如适用)、雇员、职员、关联方、合伙人、代理人、顾问及代表(不论共同或个别)无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任,且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下,本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而,根据本条款 4.7 的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第 5.2 条,投资者(为其自身及代表投资者附属公司(在投资者股份由投资者附属公司持有的情况下))与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺,未经本公司、整体协调人及独家保荐人各自的事先书面同意,投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止(“**禁售期**”)内的任何时间(包括上市日期),投资者不会并促使其联属人士不会直接或间接地(i)以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益,包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利,或同意或订约订立或公开宣布有意订立此类交易;(ii)允许其自身在其最终实益拥有人层面发生控制权改变(其定义见证监会颁布的《公司收购、合并及股份回购守则》);或(iii)直接或间接地达成与任何上述交易具有相同经济效果的交易;或(iv)同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易,而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收,无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份,投资

者将在拟议处置前立即书面通知本公司、整体协调人和独家保荐人，并将确保 (a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成 H 股市场混乱或虚假；(c) 未经本公司、整体协调人及独家保荐人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”

而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。

- 5.4 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律行动；

- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人尽最大商业努力提供合理信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任，但经有管辖权的法院或仲裁庭最终判决或裁定，因本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表故意欺诈、恶意隐瞒或重大过失导致的除外；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的



该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；

- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第8.08(3)条规定，即上市日期由公众人士持有的H股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过50%；或(ii)上市规则第8.08(1)条（经修订并由第19A.13A条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第8.08A条（经修订并由第19A.13C条取代）项下的自由流通量要求；或(iv)上市规则第18项应用指引第3.2段项下的规定，即首次公开发售中，至少40%的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；
- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及/或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任，但经有管辖权的法院或仲裁庭最终判决或裁定，前述人士故意欺诈、恶意隐瞒或重大过失导致的后果除外；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据S规例，在美国境外在“境外交易”（定义见证券法S规例）中进行，且应按照国家各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第5.2条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；

- (p) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级管理人员、监事、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔，但经有管辖权的法院或仲裁庭最终判决或裁定，因独家保荐人、整体协调人、其他包销商和公司或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表故意欺诈、恶意隐瞒或重大过失导致的除外；
- (q) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》所界定的内幕消息；(ii)尽其全力确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加

以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；

- (s) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (t) 投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；
- (u) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (v) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (w) 整体协调人、独家保荐人、其他包销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、监事、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (x) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置

其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；

- (y) 其已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇问、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任，但经有管辖权的法院或仲裁庭最终判决或裁定因本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表故意欺诈、恶意隐瞒或重大过失导致的除外；
- (z) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (aa) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (bb) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (cc) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (dd) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (ee) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费。

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第三方的同意、批准或授权，除第 3.1 条所列条件外；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：**(i)**投资者的组织大纲和章程或其他组建或组织章程文件，或**(ii)**投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或**(iii)**对投资者具有约束力的任何协议或其他文书，或**(iv)**对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）

规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；

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

要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；

- (o) 投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投

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

- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其附属公司、董事、高级管理人员、雇员或代理人与本公司或其控股股东、本集团任何成员公司或其各自的附属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；
- (aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及
- (bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自附属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求且必要事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。

6.4 投资者了解，第6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、全球发售的整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、附属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整



性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及独家保荐人。

- 6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中华人民共和国的法律依法成立并有效存续；
  - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
  - (c) 在遵守第4.2条作出付款并且遵守第5.1条规定的禁售期的前提下，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股享有同等地位；
  - (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
  - (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的 H 股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2 条、第 4.5 条或第 4.7 条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第 5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

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

7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条及第 13 条在任何情况下应继续有效。

## 8. 公布和保密

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

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

- (c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并向公众展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。
- 8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。
- 8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核确认。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。
- 8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及/或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及/或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记要求及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

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

如向公司发送通知，则发送至：

地址： 中国广东省江门市蓬江区龙湾路8号

电子邮箱： bi.ran@lingyiitech.com

收件人： 毕冉

如向投资人发送通知，则发送至：

地址： UNIT 2304-5 23/F HENLEY BLDG 5 QUEEN'S RD  
CENTRAL CENTRAL HONG KONG

电子邮箱： jasmine@sunnyoptical.com

收件人： 黄佩玲

如向国泰发送通知，则发送至：

地址： 香港皇后大道中181号新纪元广场低座27楼

电子邮箱: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)

收件人: Future IBD Team

如向国泰证券发送通知, 则发送至:

地址: 香港皇后大道中 181 号新纪元广场低座 27 楼

电子邮箱: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

收件人: Future ECM Team

如向花旗发送通知, 则发送至:

地址: 香港中环花园道 3 号冠君大厦 50 楼

电子邮箱: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

收件人: Project Future Team

如向中信发送通知, 则发送至:

地址: 香港金钟道 88 号太古广场一座 18 楼

电子邮箱: [project\\_future@clsa.com](mailto:project_future@clsa.com)

收件人: Project Future Team

如向 JPM 发送通知, 则发送至:

地址: 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人: Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付, 则在送达之时视作收妥; 如以电子邮件发出, 则在发出之时视作收妥 (除非发件方最终得知有关电子邮件未能成功交付); 及如以预付邮资的邮件寄出 (若无证据表明此前已收妥), 则在寄出后满 48 小时 (或满 6 日, 如为航空邮件) 视作收妥。如通知于非营业日获收, 则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述, 本协议已获其正式授权, 并由其妥为签署并交付; 本协议构成各方合法、有效、具有约束力的义务, 并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外, 该方在履行其在本协议下的义务时, 无需获得任何公司、股东或其他方的同意、批准或授权, 且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的 (而非共同的或共同及个别的)。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任, 任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定, 独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或

与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。

- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.10 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
- (b) 在未获得第 10.9(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不

得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

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

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

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

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

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

## 11. 承认美国特别处理机制

11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。

11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：

11.3.1 “BHC 法案联属人士”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；

11.3.2 “被涵盖实体”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

11.3.3 “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；

11.3.4 “美国特别处理机制”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## 12. 管辖法律及司法权区

12.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

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

## 13. 豁免权

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

## 14. 副本

14.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，

但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。



为及代表：

广东领益智造股份有限公司

签署：



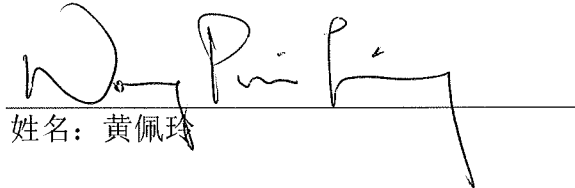
姓名： 曾芳勤

职务： 执行董事

为及代表：

舜宇资本有限公司

签署：

A handwritten signature in black ink, appearing to read 'Wong Pui Ling', is written over a horizontal line.

姓名：黄佩玲

职务：董事

为且代表

国泰君安融资有限公司

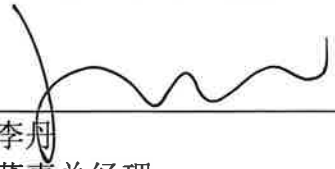


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a 'W' and a horizontal stroke at the end.

为且代表

中信里昂證券有限公司



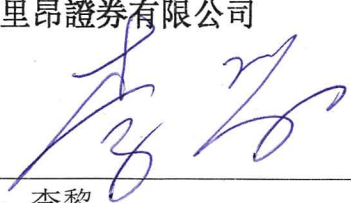
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理

为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理



## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 20,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

#### 投资者

|                                                                           |                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 注册成立地:                                                                    | UNIT 2304-5 23/F HENLEY BLDG 5<br>QUEEN'S RD CENTRAL CENTRAL HONG<br>KONG                                                                                                                                                                       |
| 注册证书编号:                                                                   | 79911662                                                                                                                                                                                                                                        |
| 商业登记号码:                                                                   | 79911662-000-03-26-4                                                                                                                                                                                                                            |
| 法人机构识别编码:                                                                 | 79911662                                                                                                                                                                                                                                        |
| 营业地址及电话及联系人:                                                              | UNIT 2304-5 23/F HENLEY BLDG 5<br>QUEEN'S RD CENTRAL CENTRAL HONG<br>KONG                                                                                                                                                                       |
| 主要业务:                                                                     | 投资业务                                                                                                                                                                                                                                            |
| 最终控股股东:                                                                   | 舜宇光学科技（集团）有限公司                                                                                                                                                                                                                                  |
| 最终控股股东的注册地:                                                               | UNIT 2304-5 23/F HENLEY BLDG 5<br>QUEEN'S RD CENTRAL CENTRAL HONG<br>KONG                                                                                                                                                                       |
| 最终控股股东的商业登记号码及法人<br>机构识别编码:                                               | 37459862                                                                                                                                                                                                                                        |
| 最终控股股东的主要业务:                                                              | 光学及光电相关产品设计、研发、生产及销售                                                                                                                                                                                                                            |
| 股东及持有之权益:                                                                 | 舜宇光学科技（集团）有限公司持有舜宇资<br>本有限公司 100%的权益                                                                                                                                                                                                            |
| 相关投资者类别(联交所的 FINI 承配<br>人名单模板所载或按 FINI 界面或上<br>市规则要求须就承配人披露的任何承<br>配人类别): | 基石投资者<br>发行人的客户                                                                                                                                                                                                                                 |
| 将纳入招股章程中的有关投资者的描<br>述:                                                    | Sunny Optical Capital Limited (舜宇資本有限<br>公司) (“ <b>Sunny Optical Capital</b> ”) will subscribe<br>for and hold the relevant number of Offer Shares<br>under the Cornerstone Investment Agreement.<br>Sunny Optical Capital is a limited company |

established under the laws of Hong Kong and is wholly owned by Sunny Optical Technology (Group) Company Limited (舜宇光學科技(集團)有限公司), a company incorporated in Cayman Islands, the shares of which are listed on the Stock Exchange (stock code: 2382). Sunny Optical Technology (Group) Company Limited is a global leading manufacturer of integrated optical products with large-scale and a globally competitive provider of intelligent optical system solutions (whole device). The Group is principally engaged in the business of designing, researching and developing, manufacturing, and selling smartphone products, vehicle products, extended reality (XR) products, pan Internet of things (pan-IoT) products, and other related products.

基石投资协议

2026年6月15日

广东领益智造股份有限公司

与

荣耀信息技术有限公司

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 22        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 25        |
| 12. 管辖法律及司法权区.....  | 27        |
| 13. 豁免权.....        | 28        |
| 14. 副本.....         | 28        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 号（“**本公司**”）；
- (2) 荣耀信息技术有限公司，一家于 2020 年 11 月 30 日注册成立的公司，其注册办事处地址位于香港九龙尖沙咀柯士甸道 140-142 号瑞信集团大厦九楼（“**投资者**”）
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰**”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“**国泰证券**”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“**花旗**”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“**中信**”）；  
及
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**，位于香港中环干诺道中 8 号遮打大厦 28 楼（“**JPM**”）。

（国泰，“**独家保荐人**”；国泰证券，“**保荐人兼整体协调人**”；国泰证券、花旗、中信及 JPM，统称及各自称为“**整体协调人**”。）

鉴于：

- (A) 本公司已申请通过全球发售（“**全球发售**”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“**国际发售**”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。
- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。

- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

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

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

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

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

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

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

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

“**交割**”指依照本协议的条款及条件投资者股份认购的交割；

“**资本市场中介人**”指本公司就全球发售而委任的资本市场中介人，并具有证券及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

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

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

“**关连人士 / 核心关连人士**”须具有上市规则赋予该词的涵义，“**多位关连人士 / 多位核心关连人士**”亦须据此解释；

“**关联关系**”须具有中国证监会备案规定赋予该词的涵义；

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

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

“**中国证监会**”指中国证券监督管理委员会；

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

“**处置**”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或
- (iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；



“**全球发售**”具有背景陈述(A)赋予该词的涵义；

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

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

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

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

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

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如附表一所计算）；

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

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

“**上市日期**”指 H 股首次于联交所上市的日期；

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

**“禁售期”**具有第 5.1 条赋予该词的涵义；

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

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

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

**“初步发售通函”**指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

**“专业投资者”**指具有证券及期货条例附表一第一部赋予该词的涵义；

**“自有资金投资为基础”**指投资者以其自身账户和投资目的进行的投资，而非作为代理代表任何第三方，无论该项投资是否为了该投资者的任何股东或基金投资人的利益而进行；

**“招股章程”**指本公司将就香港公开发售发行的最终招股章程；

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

**“S 规例”**指证券法项下的 S 规例；

**“监管机构”**具有第 6.2(i)条赋予该词的涵义；

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

**“人民币”**指人民币，中国的合法货币；

**“证券法”**指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

**“证监会”**指香港证券及期货事务监察委员会；

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

**“股份”**指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；

**“联交所”**指香港联合交易所有限公司；

**“附属公司”**具有公司条例所载的涵义；

“美国”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“美元”指美国法定货币；

“美国人士”具有证券法项下的 S 规例赋予该词的涵义；及

“包销商”指香港公开发售的香港包销商及国际发售的国际包销商。

## 1.2 本协议中除文义另有要求外：

- (a) 对某一“条文”、“分条”或“附表”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“人士”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“包括”的提述应被解释为包括但不限于；及

- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

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

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

- (b) 投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

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

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，

而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

- 3.1 投资者在本协议项下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）或促致发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：
- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
  - (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
  - (c) 联交所上市委员会已批准股份的上市并准许买卖 H 股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖 H 股之前并未被撤销；
  - (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
  - (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。
- 3.2 如果第3.1 条所载的任何条件于本协议之日后满一百八十（180）天（或本公司、整体协调人、投资者及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或促致发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后 30 天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及 / 或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。
- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公

开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日或之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第

8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv) 上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。为免生疑，倘投资者股份数量依据本第 4.6 条获得调整，各方须真诚合作以落实该等调整，包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整，且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士（视乎情况而定）各自因其控制以外的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事（如适用）、雇员、职员、关联方、合伙人、代理人、顾问及代表（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下，本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而，根据本条款 4.7 的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii) 直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv) 同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将确保 (a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不会造成 H 股市场混乱或虚假；(c) 未经本公司、整体协调人及独家保荐

人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不



得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。

- 5.4 投资者同意其持有本公司股本是以自有资金投资为基础并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者持有本公司股本是以自有资金投资为基础。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其附属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的附属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## **6. 承认、陈述、保证及承诺**

- 6.1 投资者向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的附属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售文件所载的指示性范围，本公司、独家保荐人及其各自的附属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的附属人士提出任何索赔或采取任何法律行动；
- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公

开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；

- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；
- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的

三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv) 上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；

- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第 5.2 条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (p) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》

所界定的内幕消息；(ii)尽其全力确保其授权接收人（按照本第 6.1(o)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(o)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；

- (q) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
  - (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
  - (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (r) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (s) 投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与公开发售的任何方式（定义见证券法第 4(2)条））；
- (t) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；

- (u) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (v) 整体协调人、独家保荐人、其他包销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、监事、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (w) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (x) 其已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇员、顾问、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (y) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (z) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (aa) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (bb) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (cc) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；及
- (dd) 投资者已同意于上市日期或根据第 4.44 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费。

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

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行，因此，投资者履行其在本协议项下的义务，无需取得任何政府及监管机构或第

三方的同意、批准或授权，除第 3.1 条所列条件外；

- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：(i)投资者的组织大纲和章程或其他组建或组织章程文件，或(ii)投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或(iii)对投资者具有约束力的任何协议或其他文书，或(iv)对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及 / 或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地））；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；
- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认

为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；

- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及 / 或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；
- (o) 投资者将使用本身的资金认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务；
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“全权管理投资组合”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联



系人或代名人；

- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资者及其任何联系人，且与该等其他投资者及联系人无关联；
- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其联属公司、董事、高级管理人员、雇员或代理人与本公司或其控股股东、本集团任何成员公司或其各自的联属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份有关的安排、协议或承诺；
- (aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他金融或投资产品；及
- (bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

- 6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自联属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。
- 6.4 投资者了解，第6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、全球发售的整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、联属人士、顾问及其他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及独家保荐人。
- 6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人和代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任，但最终由具有管辖权的法院或仲裁庭作出裁决系因受偿方自身欺诈、重大过失或故意不当行为的除外。
- 6.6 投资者在第6.1 条、第 6.2 条、第 6.3 条、第 6.4 条及第 6.5 条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。

## 6.7 本公司陈述、保证并承诺：

- (a) 其依据中华人民共和国的法律依法成立并有效存续；
- (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
- (c) 在遵守第 4.2 条作出付款并且遵守第5.1 条规定的禁售期的前提下，投资者股份将并且在根据第 4.33 条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的 H 股享有同等地位；
- (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
- (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的 H 股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2 条、第 4.5 条或第 4.7 条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第 5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

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

7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条及第 13 条在任何情况下应继续有效。

## 8. 公布和保密

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

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

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

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

8.4 投资者立即承诺就编制第8.1 条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及 / 或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及 / 或支持文件）：(i)在本协议之日后更新公开

文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记要求及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

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

如向公司发送通知，则发送至：

地址： 中国广东省江门市蓬江区龙湾路 8 号  
电子邮箱： [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
收件人： 毕冉

如向投资人发送通知，则发送至：

地址： 深圳市福田区香蜜湖街道东海社区深业中城 26F  
电子邮箱： [maqian2@honor.com](mailto:maqian2@honor.com)  
收件人： 马倩

如向国泰发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱： [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
收件人： Future IBD Team

如向国泰证券发送通知，则发送至：

地址： 香港皇后大道中 181 号新纪元广场低座 27 楼  
电子邮箱： [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
收件人： Future ECM Team

如向花旗发送通知，则发送至：

地址： 香港中环花园道 3 号冠君大厦 50 楼  
电子邮箱： [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
收件人： Project Future Team

如向中信发送通知，则发送至：

地址： 香港金钟道 88 号太古广场一座 18 楼  
电子邮箱： [project\\_future@clsa.com](mailto:project_future@clsa.com)  
收件人： Project Future Team

如向 JPM 发送通知，则发送至：

地址： 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱： [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人： Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付，则在送达之时视作收妥；如以电子邮件发出，则在发出之时视作收妥（除非发件方最终得知有关电子邮件未能成功交付）；及如以预付邮资的邮件寄出（若无证据表明此前已收妥），则在寄出后满 48 小时（或满 6 日，如为航空邮件）视作收妥。如通知于非营业日获收，则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述，本协议已获其正式授权，并由其妥为签署并交付；本协议构成各方合法、有效、具有约束力的义务，并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外，该方在履行其在本协议下的义务时，无需获得任何公司、股东或其他方的同意、批准或授权，且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的（而非共同的或共同及个别的）。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任，任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定，独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。
- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是

否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。

- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.12 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
  - (b) 在未获得第 10.11(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。
- 10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：
- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
  - (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。
- 10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

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

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

## 11. 承认美国特别处理机制

11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。

11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案联属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：

11.3.1 “BHC 法案联属人士”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；

11.3.2 “被涵盖实体”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

11.3.3 “违约权利”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；

11.3.4 “美国特别处理机制”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## 12. 管辖法律及司法权区

12.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

12.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式



解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用英语。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

### **13. 豁免权**

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

### **14. 副本**

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

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

为及代表:

广东领益智造股份有限公司

签署:



姓名: 曾芳勤

职务: 执行董事

为及代表:

荣耀信息技术有限公司

签署:

王彦方



姓名: 王彦方

职务: 财务经理



为且代表

国泰君安融资有限公司

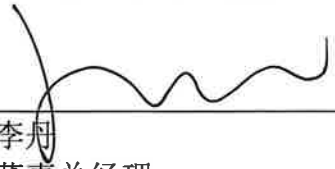


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a 'W' and a horizontal stroke at the end.

为且代表

中信里昂證券有限公司



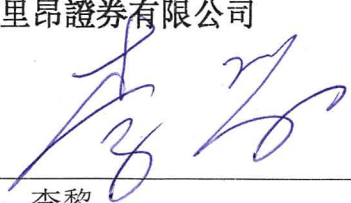
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理



为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 117,553,500 港元（15,000,000 美元的等值港元）（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

#### 投资者

|                                                               |                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 注册成立地:                                                        | 香港九龙尖沙咀柯士甸道 140-142 号瑞信集团大厦九楼                                                                                                                                                                                                                                            |
| 注册证书编号:                                                       | 2998419                                                                                                                                                                                                                                                                  |
| 商业登记号码:                                                       | 72440189                                                                                                                                                                                                                                                                 |
| 法人机构识别编码:                                                     | N/A                                                                                                                                                                                                                                                                      |
| 营业地址及电话及联系人:                                                  | 香港九龙尖沙咀梳士巴利道 18 号 K11 办公大楼 17 楼 01 室<br>+852 35801931 王彦方                                                                                                                                                                                                                |
| 主要业务:                                                         | SALES OF ELECTRONIC PRODUCTS, TRADING & FINANCING                                                                                                                                                                                                                        |
| 最终控股股东:                                                       | 深圳市智信新信息技术有限公司                                                                                                                                                                                                                                                           |
| 最终控股股东的注册地:                                                   | 深圳市福田区莲花街道福新社区深南大道 2016 号招商银行深圳分行大厦 28F、29F                                                                                                                                                                                                                              |
| 最终控股股东的商业登记号码及法人机构识别编码:                                       | 91440300MA5GDNM20N                                                                                                                                                                                                                                                       |
| 最终控股股东的主要业务:                                                  | 专注于计算机及相关产品的开发与生产, 业务涵盖计算机技术开发、软硬件生产等领域                                                                                                                                                                                                                                  |
| 股东及持有之权益:                                                     | 43.88%                                                                                                                                                                                                                                                                   |
| 相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别): | 基石投资者                                                                                                                                                                                                                                                                    |
| 将纳入招股章程中的有关投资者的描述:                                            | Honor Information Technology Limited (榮耀信息技術有限公司) (“ <b>Honor</b> ”) is a limited liability company incorporated in Hong Kong on November 30, 2020, principally engaged in the sales of electronic products, trading and financing. The controlling shareholder of Honor |

is Shenzhen Zhixin New Information Technology Co., Ltd. (深圳市智信新信息技術有限公司) (“**Shenzhen Zhixin**”), which is ultimately controlled by Shenzhen Municipal People’s Government State-owned Assets Supervision and Administration Commission (深圳市人民政府國有資產監督管理委員會). Shenzhen Zhixin is principally engaged in the development and production of computers and related products, covering areas including computer technology development and the production of hardware and software. No other ultimate beneficial owner holds 30% or more interest in Honor or Shenzhen Zhixin.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**JAIN GLOBAL MASTER FUND LTD**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 7            |
| 3. CLOSING CONDITIONS.....                                                | 8            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 27           |
| 9. NOTICES.....                                                           | 29           |
| 10. GENERAL.....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 33           |
| 13. IMMUNITY.....                                                         | 33           |
| 14. PROCESS AGENT.....                                                    | 33           |
| 15. COUNTERPARTS .....                                                    | 34           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **Jain Global Master Fund Ltd**, a company incorporated in Cayman Islands whose registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”); and
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”);
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.

- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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



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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

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

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

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

**“Group”** means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading and that there is no material breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations

given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered at such time and in such manner as shall be determined by the Company and the Overall Coordinators.
- 4.2 Provided that the Investor Shares are delivered in accordance with the terms of this Agreement, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.



- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document. For the avoidance of doubt, any such adjustment may only decrease the number of Investor Shares.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall not be liable (save for any fraud, wilful misconduct, or gross negligence) (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 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise.
- 5.2 The Investor shall, subject to requirements under applicable Laws, be free to dispose of any Relevant Shares if effected or completed after the Lock-up Period, provided that the Investor shall use all reasonable endeavors to ensure that any such disposal does not create a disorderly or false market in the place(s) where the Shares of the Company are listed and is otherwise in compliance with all applicable Laws
- 5.3 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the

Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;

- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.4 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the Investor shall not cause the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company to reach 10% or more (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 during the Lock-Up Period and it would not become a core connected person of the Company within the meaning of the Listing Rules at all times during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total

issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.5 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.6 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.7 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, 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 to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) available to it in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents

and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of H-Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), provided that in each case any such adjustment may only decrease the number of Investor Shares that the Investor will subscribe to under this Agreement.
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.3, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure such that this subsidiary remains a directly or indirectly wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its

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

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;



- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;
- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to

rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;

- (z) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (ee) 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 4.4.

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

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

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to provide information, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMI or the underwriters in connection with the transactions contemplated thereunder;
- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;

- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) to the Investor's knowledge, the Investor and the Investor's beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the subscription, disposal, voting or other disposition of securities of the Company; (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) to the Investor's knowledge, each of the Investor, its beneficial owner(s) and/or associates is not a "connected client" of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMI(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;
- (q) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;
- (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 contrary to the terms of this Agreement;

- (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 during the Lock-up Period enter into any swap arrangement or other financial or investment product involving a disposal of the Investor Shares; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as reasonably possible such further information in its possession and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description that it becomes aware of and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.
- 6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor as soon as reasonably practical in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith provided that the indemnity provided for in this clause shall not apply in respect of any Indemnified Party if any such loss suffered or incurred by such Indemnified Party is finally judicially determined by a court or arbitral tribunal of competent jurisdiction to have arisen solely and directly out of the gross negligence, wilful default, or fraud on the part of such Indemnified Party.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes to each other Party that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers,



employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

## **7. TERMINATION**

- 7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: C/O Jain Global LLC, 9 West 57th Street, 39th Floor, New York, NY 10019  
Email: [legalnotices@jainglobal.com](mailto:legalnotices@jainglobal.com)  
Attention: Legal & Compliance Department

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong  
Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)  
Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong  
Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)  
Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

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

## **13. IMMUNITY**

- 13.1 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.

## **14. PROCESS AGENT**

- 14.1 The Investor irrevocably appoints Jain Global (Hong Kong) Ltd at 9/F LHT Tower, 31 Queen's Road Central, 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).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

**15. COUNTERPARTS**

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

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



**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



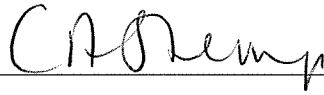
Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**JAIN GLOBAL MASTER FUND LTD**  
**Acting through its Investment Manager**  
**Jain Global LLC**

By:

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

Name: Catherine Stemp

Title: Authorized Signatory

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



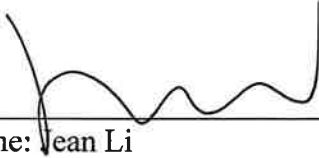
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

  
A handwritten signature in black ink, consisting of a series of loops and a final upward stroke, positioned above a horizontal line.

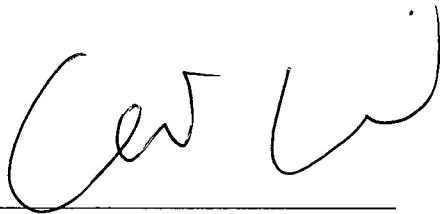
Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Lei Li', written over a horizontal line.

Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



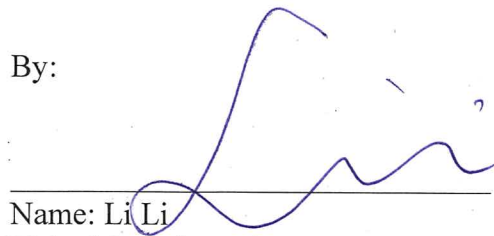
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to be 'Ruo YANG', written above a horizontal line.

Name: Ruo YANG

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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange, provided that, in each case, any such adjustment may only decrease the number of Investor Shares that the Investor will subscribe to under this Agreement.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Cayman Islands                                                                                                                                                                                                                                        |
| Certificate of incorporation number:                                                | MC-405158                                                                                                                                                                                                                                             |
| Business registration number:                                                       | 2112106                                                                                                                                                                                                                                               |
| LEI number:                                                                         | 254900IWY88JTH390R84                                                                                                                                                                                                                                  |
| Business address and telephone number and contact person:                           | c/o Jain Global LLC, 9 West 57th Street, 39th Floor, New York, NY 10019, Attn: Legal and Compliance Dept.                                                                                                                                             |
| Principal activities:                                                               | Investing in a range of investment strategies including fundamental equities, rates and macro, equity arbitrage, credit, systematic and commodities investment strategies, across a range of different asset classes, products and geographic regions |
| Ultimate controlling shareholder(s):                                                | N/A                                                                                                                                                                                                                                                   |
| Place of incorporation of ultimate controlling shareholder(s):                      | N/A                                                                                                                                                                                                                                                   |
| Business registration number and LEI number of ultimate controlling shareholder(s): | N/A                                                                                                                                                                                                                                                   |
| Principal activities of ultimate controlling shareholder(s):                        | N/A                                                                                                                                                                                                                                                   |

Shareholder and interests held:

N/A

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

Description of the Investor for insertion in the Prospectus:

Jain Global Master Fund Ltd is a fund established in the Cayman Islands and managed by Jain Global LLC ("**Jain Global**"). Jain Global is wholly owned by a holding company, Jain Holdings LLC, a Delaware limited liability company ("**Jain Holdings**"). Mr. Robert Jain is the managing member and principal owner of Jain Holdings and therefore controls Jain Global. Jain Global has offices in the United States of America, United Kingdom, Hong Kong, and Singapore. Jain Global, on behalf of Jain Global Master Fund Ltd, pursues investment strategies across a range of different asset classes, products, and geographic regions. Jain Global Master Fund Ltd's capital will be primarily deployed in the following investment strategies: fundamental equities, rates and macro, equity arbitrage, credit, systematic and commodities. No ultimate beneficial owner holds 30% or more of interests in Jain Global Master Fund Ltd.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**SEVEN GRAND MANAGERS, LLC**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                     | Page         |
|----------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                   | 2            |
| 2. INVESTMENT .....                                                        | 8            |
| 3. CLOSING CONDITIONS .....                                                | 9            |
| 4. CLOSING .....                                                           | 10           |
| 5. RESTRICTIONS ON THE INVESTOR .....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES ..... | 15           |
| 7. TERMINATION .....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                 | 28           |
| 9. NOTICES .....                                                           | 29           |
| 10. GENERAL .....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....               | 33           |
| 12. GOVERNING LAW AND JURISDICTION .....                                   | 33           |
| 13. IMMUNITY .....                                                         | 34           |
| 14. PROCESS AGENT .....                                                    | 34           |
| 15. COUNTERPARTS .....                                                     | 34           |
| Schedule 1 INVESTOR SHARES .....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR .....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **SEVEN GRAND MANAGERS, LLC**, a limited liability company incorporated in Delaware, United States whose registered office is at 251 Little Falls Drive, Wilmington, DE 19808, United States, and whose business address is at 81 Pondfield Road, Suite C302, Bronxville, NY 10708, United States (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).

- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.
- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement. The Investor is acting as a discretionary investment adviser to one or more private funds and accounts (the “**Underlying Investors**”), which are parties to this Agreement and agree to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

**“CSRC”** means the China Securities Regulatory Commission;

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

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

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or



otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

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

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

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

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

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

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

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

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

## **2. INVESTMENT**

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days (or such shorter period if granted to any other Cornerstone Investor by the Company as disclosed in the Prospectus) after

the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff,



associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal and will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a

disorderly and false market in the H Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor.

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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
- 5.3 The Investor agrees and undertakes for itself and on behalf of the Underlying Investors that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor, the Underlying Investors and their respective close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and they would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor, the Underlying Investors and their respective close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.
- 5.4 The Investor agrees for itself and on behalf of the Underlying Investors that the Underlying Investors’ holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor showing that the Underlying Investors’ holding of the Company’s share capital is on a proprietary investment basis. The Investor (and Underlying Investors, as applicable) 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 Each of the Investor, the Underlying Investors and their respective affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor (for itself and on behalf of the Underlying Investors) further confirms and undertakes that none of the Investor, the Underlying Investors or their respective affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.

- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

**6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor (for itself and on behalf of the Underlying Investors, as applicable) acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, 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. Each of the Investor and the Underlying Investors hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor, the Underlying Investors 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 and the Underlying Investors 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 to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor and the Underlying Investors as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor (for itself and on behalf of the Underlying Investors, as applicable) acknowledges and consents that the Company, the Sole Sponsor and the Overall

Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor (for itself and on behalf of the Underlying Investors, as applicable) acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;

- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;
- (g) the Investor (for itself and on behalf of the Underlying Investors, as applicable) will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as

amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and

representatives arising out of or in connection with this Agreement and the Global Offering;

- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor, the Underlying Investors or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor, the Underlying Investors and/or their representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, the Underlying Investors and/or their representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and the Underlying Investors in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the Underlying Investors and/or their representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Underlying Investors 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, the Underlying Investors 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 the Underlying Investors, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor or the Underlying Investors in determining whether to invest in the Investor Shares and the Investor and the Underlying Investors hereby consent to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor (for itself and on behalf of the Underlying Investors) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor, the Underlying Investors or their respective directors, officers, employees, advisors, 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;

- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) the Investor and the Underlying Investors 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;
- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;

- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

6.2 The Investor (for itself and on behalf of the Underlying Investors) further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any

consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the

details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the Underlying Investors or their respective beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **“Investor-related Information”**). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;
- (k) with respect to the Underlying Investors, as applicable, they are subscribing for the Investor Shares for their 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 and the Underlying Investors are not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor, the Underlying Investors and their respective beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are

not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (o) 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;
- (p) each of the Investor, the Underlying Investors and their respective beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, the Underlying Investors, their respective beneficial owner(s) nor their respective associate(s) is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor the Underlying Investors have not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued

by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;

- (v) the aggregate holding (directly and indirectly) of the Investor, the Underlying Investors and their respective close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (w) none of the Investor, the Underlying Investors, their respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor, the Underlying Investors or their respective affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;
- (z) except as provided for in this Agreement, the Investor and the Underlying Investors have not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (aa) save as previously disclosed to the Company, the Sole Sponsor and the Overall Coordinators in writing, the Investor, the Underlying Investors, their respective beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (bb) neither the Investor, the Underlying Investors nor any of their respective controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

6.3 The Investor (for itself and on behalf of the Underlying Investors) represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor that the description set out in Schedule 2 in relation to it, the Underlying Investors 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 (for and on behalf of the Underlying Investors) 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor (for and on behalf of the Underlying Investors) undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, the Underlying Investors, their respective ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor (for itself and on behalf of the Underlying Investors) hereby agrees that after reviewing the description in relation to it, the Underlying Investors 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, the Underlying Investors and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

- 6.4 The Investor (for itself and on behalf of the Underlying Investors) understands that the representations, warranties, undertakings, 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 (for itself and on behalf of the Underlying Investors) acknowledges that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor and the Underlying Investors' warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein ceases to be true, accurate and complete or becomes misleading or deceptive in any respect.
- 6.5 The Investor (for itself and on behalf of the Underlying Investors) agrees and undertakes that the Investor and the Underlying Investors will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which

may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor and the Underlying Investors under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

## **7. TERMINATION**

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.7;



- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
  - (c) with the written consent of all the Parties.
- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.
- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
  - (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor 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 among the Company, the Investor and the Underlying Investors and the general background information on the Investor and/or the Underlying Investors prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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, the Underlying Investors and their respective background information, relationship with the Company, ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC

Email: bi.ran@lingyiitech.com

Attention: Bi Ran

If to the Investor, to:

Address: 81 Pondfield Road, Suite C302, Bronxville, NY 10708, United States

Email: [legal@sevendgrand.io](mailto:legal@sevendgrand.io)

Attention: Christopher Stella

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)

Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong

Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

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

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to

implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.

- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Laws. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar

as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

### **13. IMMUNITY**

- 13.1 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.

### **14. PROCESS AGENT**

- 14.1 The Investor irrevocably appoints Seven Grand Managers, LLC care of Wenjing Ji at 18 Hoi Fai Road, Kowloon, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

### **15. COUNTERPARTS**

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

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

**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

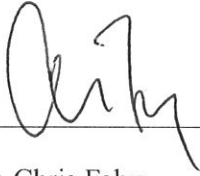
Title: Executive Director



**FOR AND ON BEHALF OF:**

**SEVEN GRAND MANAGERS, LLC**

By:

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

Name: Chris Fahy

Title: Managing Member

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:

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

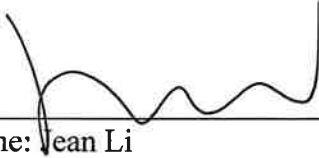
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:



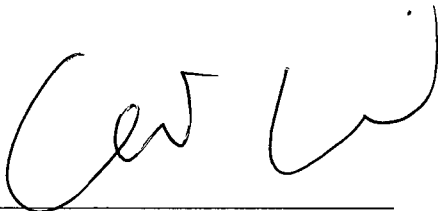
---

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



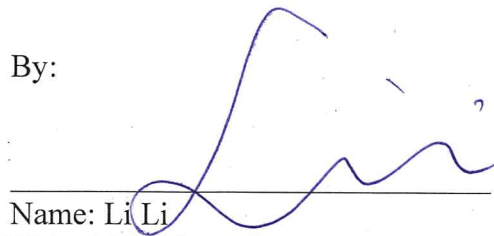
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, consisting of a large, stylized 'L' followed by a series of loops and a final flourish.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

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

Name: Ruo YANG

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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.



**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                    |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Delaware, United States                                                                                            |
| Certificate of incorporation number:                                                | Certificate of Formation in Delaware, File Number 7411959                                                          |
| Business registration number:                                                       | SEC Registration # 801-126147                                                                                      |
| LEI number:                                                                         | 98450047AA5AFF555504                                                                                               |
| Business address and telephone number and contact person:                           | 81 Pondfield Road, Suite C302, Bronxville, NY 10708, United States; Contact Colin Fahy 914-498-1776                |
| Principal activities:                                                               | Investment Advisor to Private Funds and Accounts on behalf of institutional investors and high-net worth investors |
| Ultimate controlling shareholder(s):                                                | Chris Fahy                                                                                                         |
| Place of incorporation of ultimate controlling shareholder(s):                      | N/A                                                                                                                |
| Business registration number and LEI number of ultimate controlling shareholder(s): | N/A                                                                                                                |
| Principal activities of ultimate controlling shareholder(s):                        | Ultimate controlling shareholder is Founder, CIO and Managing Member of The Investor                               |
| Shareholder and interests held:                                                     | N/A                                                                                                                |

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

Description of the Investor for insertion in the Prospectus:

Seven Grand Managers, LLC ("**Seven Grand**") is an investment management firm organized in Delaware, United States as a limited liability company. Seven Grand focuses on opportunistic and event-driven strategies across global public and private markets. The firm manages capital on behalf of institutional investors and high-net worth investors through private funds and managed accounts. To Seven Grand's knowledge, none of these funds has an ultimate beneficial owner holding 30% or more interest therein. Core investment activities include participation in IPOs (including cornerstone tranches), block trades, private placements, and special situation opportunities. Seven Grand entered into the cornerstone investment agreement with our Company in its capacity as a discretionary investment adviser to one or more private funds and accounts.

Seven Grand is controlled by Chris Fahy as the managing member of Seven Grand Managers, LLC in an individual capacity. His spouse is a non-managing 1% interest (to avoid "disregarded

entity” status for US tax) and there are no other shareholders. Mr. Fahy oversees the firm’s risk taking, portfolio construction, and sourcing efforts. Prior to launching Seven Grand, Mr. Fahy served as the CIO of Galaxy Investment Partners, as a Portfolio Manager at Fortress Investment Group, and spent 13 years across numerous leading global investment banks.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**TAIKANG LIFE INSURANCE CO., LTD**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 8            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 27           |
| 9. NOTICES.....                                                           | 29           |
| 10. GENERAL.....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 33           |
| 13. IMMUNITY.....                                                         | 33           |
| 14. PROCESS AGENT.....                                                    | 33           |
| 15. COUNTERPARTS .....                                                    | 34           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **TAIKANG LIFE INSURANCE CO., LTD**, a company incorporated in the PRC whose registered office is at 1/F, Taikang Zhongguancun Innovation Center, #21-1 Science Park Road, Science and Technology Park, Changping District Beijing, PRC (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.

- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

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

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

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

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

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

**“A Shares”** means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

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

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

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

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

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

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

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

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

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

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

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

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

“**CSRC**” means the China Securities Regulatory Commission;

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

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

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



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

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

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

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

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange as amended or supplemented from time to time;

“**H Share(s)**” means the ordinary share(s) in the share capital of our Company, with a nominal value of RMB1.00 per H Share, which is/are to be subscribed for and traded in HK dollars and to be listed on the Stock Exchange;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**Indemnified Parties**” has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

**“Listing Date”** means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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 and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**Regulation S**” means Regulation S under the Securities Act;

“**Regulators**” has the meaning given to it in clause 6.2(i);

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**RMB**” or “**Renminbi**” means Renminbi, the lawful currency of the PRC;

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“**SFC**” means The Securities and Futures Commission of Hong Kong;

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

“**Shares**” means ordinary share(s) in the capital of the Company with a nominal value of RMB1.00 each, including both the A Shares and the H Shares;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; 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 organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

## 2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
  - (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective affiliates, directors, officers, supervisors (where applicable), employees, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor.
- 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the

Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents,

and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company

or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States

and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively,

deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the

Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;



- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (z) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong

time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention

by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the

meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any

member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;

- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and

accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith except for losses, costs, expenses, claims, actions, liabilities, proceedings or damages that are finally judicially determined by a court or an arbitral tribunal of competent jurisdiction to have resulted primarily from the Indemnified Parties' own fraud, gross negligence or wilful misconduct.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of

Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and

- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

## **7. TERMINATION**

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC

Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)

Attention: Bi Ran

If to the Investor, to:

Address: 39/F Bank of China Tower, I Garden Road, Hong Kong

Email: [yangkh@taikangamc.com.cn](mailto:yangkh@taikangamc.com.cn)

Attention: Kaihua Yang

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)

Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong

Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong

Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong

Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)

Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

- 9.2 Any notice delivered hereunder shall be delivered by hand or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Laws. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

## **13. IMMUNITY**

- 13.1 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.

## **14. PROCESS AGENT**

- 14.1 The Investor irrevocably appoints Taikang Asset Management (Hong Kong) Company Limited at 39/F Bank of China Tower, 1 Garden Road, 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).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

**15. COUNTERPARTS**

- 15.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

**IN WITNESS** whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director



**FOR AND ON BEHALF OF:**

**TAIKANG LIFE INSURANCE CO., LTD**



By:

程康平

Name: Cheng Kangping

Title: Director

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



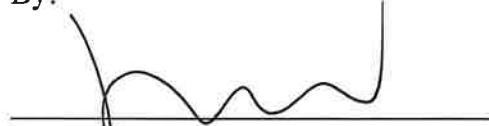
---

Name: Cinema Shi  
Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

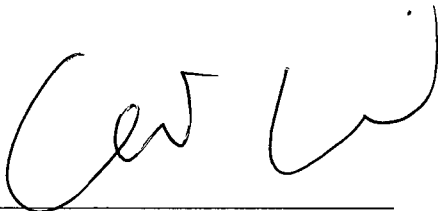
A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



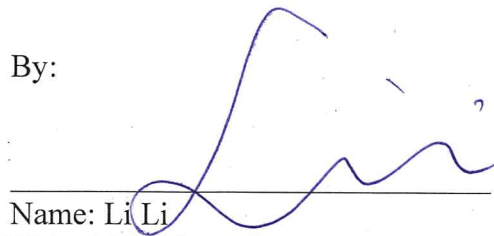
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to read 'Ruo YANG', is written above a horizontal line.

Name: Ruo YANG

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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.



**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | The PRC                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Certificate of incorporation number:                                                | 91110114MA009UEL9Q                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Business registration number:                                                       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| LEI number:                                                                         | 254900L590Y4JXC8LT40                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Business address and telephone number and contact person:                           | 1/F, Taikang Zhongguancun Innovation Center, #21-1 Science Park Road, Science and Technology Park, Changping Qu, Beijing Tel: 010-95522                                                                                                                                                                                                                                                                                                                    |
| Principal activities:                                                               | provides a full range of personal security and investment and wealth management products and services for individuals and families. The products on offer correspond to the different requirements of customers in terms of market segments such as the children and teenagers, females and high-income population groups. They also meet multidimensional demands regarding health care and accident cover, pensions and wealth management, among others. |
| Ultimate controlling shareholder(s):                                                | Taikang Insurance Group Inc.                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Place of incorporation of ultimate controlling shareholder(s):                      | The PRC                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Business registration number and LEI number of ultimate controlling shareholder(s): | 100000000023819<br>300300F2001211000014                                                                                                                                                                                                                                                                                                                                                                                                                    |

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Principal activities of ultimate controlling shareholder(s): | An insurance and financial service conglomerate focused on insurance, asset management and health and elderly care as main businesses. The Beijing-headquartered company consists of several subsidiaries including Taikang Life, Taikang AMC, Taikang Pension, Taikang Healthcare, Taikang Health, and TK.CN. Its product offering covers life insurance, internet-based financial insurance, enterprise annuity, asset management, health and elderly care, health management and commercial real estate, among others. |
|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                 |      |
|---------------------------------|------|
| Shareholder and interests held: | 100% |
|---------------------------------|------|

|                                                                                                                                                                                        |                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to places: | Cornerstone investor |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description of the Investor for insertion in the Prospectus: | Taikang Life Insurance Co., Ltd (“ <b>Taikang Life</b> ”), a company incorporated in China, is a wholly owned subsidiary of Taikang Insurance Group Inc. There is no shareholder holding 30% or more in Taikang Insurance Group Inc. Taikang Life provides a full range of personal security and investment and wealth management products and services for individuals and families. The products on offer correspond to the different requirements of customers in terms of market segments |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

such as the children and teenagers, females and high-income population groups. They also meet multidimensional demands regarding health care and accident cover, pensions and wealth management, among others. Taikang Insurance Group Inc. is an insurance and financial service conglomerate focused on insurance, asset management and health and elderly care as main businesses. The Beijing-headquartered company consists of several subsidiaries including Taikang Life, Taikang AMC, Taikang Pension, Taikang Healthcare, Taikang Health, and TK.CN. Its product offering covers life insurance, internet-based financial insurance, enterprise annuity, asset management, health and elderly care, health management and commercial real estate, among others.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**Da Cheng International Asset Management Company Limited**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                     | Page         |
|----------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                   | 2            |
| 2. INVESTMENT .....                                                        | 7            |
| 3. CLOSING CONDITIONS .....                                                | 8            |
| 4. CLOSING .....                                                           | 10           |
| 5. RESTRICTIONS ON THE INVESTOR .....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES ..... | 14           |
| 7. TERMINATION .....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                 | 27           |
| 9. NOTICES .....                                                           | 28           |
| 10. GENERAL .....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....               | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                   | 32           |
| 13. IMMUNITY .....                                                         | 33           |
| 14. COUNTERPARTS .....                                                     | 33           |
| Schedule 1 INVESTOR SHARES .....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR .....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **Da Cheng International Asset Management Company Limited**, a company incorporated in Hong Kong Special Administrative Region whose registered office is at Suites 3513-3519, Jardine House, 1 Connaught Place, Hong Kong (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).(GTJA Capital, the “**Sole Sponsor**”; GTJA Securities, the “**Sponsor-OC**”; GTJA Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) GTJA Capital is acting as the Sole Sponsor, and GTJA Securities is acting as the Sponsor-OC of the Global Offering.
- (C) GTJA Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.

- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall, unless the context requires otherwise, have the following meanings:

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Fees Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

**“CMI(s)”** means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the SFC;

**“Companies Ordinance”** means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Companies (Winding Up and Miscellaneous Provisions) Ordinance”** means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

**“connected person/core connected person”** shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

**“connected relationship”** shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

**“Contracts (Rights of Third Parties) Ordinance”** means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

**“controlling shareholder”** shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

**“CSRC”** means the China Securities Regulatory Commission;

**“CSRC Filing Rules”** means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

**“dispose of”** includes, in respect of any Relevant Shares, directly or indirectly;

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly;

**“FINI”** shall have the meaning ascribed to such term to in the Listing Rules;

**“Global Offering”** has the meaning given to it in Recital (A);

**“Governmental Authority”** means any governmental, inter-governmental, regulatory or administrative commission, board, body, department, authority or agency, or any stock exchange (including without limitation, the Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

**“Group”** means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

**“Guide”** means the Guide for New Listing Applicants published by the Stock Exchange as amended or supplemented from time to time;

**“H Share(s)”** means the ordinary share(s) in the share capital of our Company, with a nominal value of RMB1.00 per H Share, which is/are to be subscribed for and traded in HK dollars and to be listed on the Stock Exchange;

**“HK\$”** or **“Hong Kong dollar”** means the lawful currency of Hong Kong;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the PRC;

**“Hong Kong Public Offering”** has the meaning given to it in Recital (A);

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

**“Listing Date”** means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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 and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

**“Regulation S”** means Regulation S under the Securities Act;

**“Regulators”** has the meaning given to it in clause 6.2(i);

**“Relevant Shares”** means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

**“RMB”** or **“Renminbi”** means Renminbi, the lawful currency of the PRC;

**“Securities Act”** means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

**“SFC”** means The Securities and Futures Commission of Hong Kong;

**“SFO”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

**“Shares”** means ordinary share(s) in the capital of the Company with a nominal value of RMB1.00 each, including both the A Shares and the H Shares;

**“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“subsidiary”** has the meaning given to it in the Companies Ordinance;

**“U.S.”** and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

**“US\$”** or **“US dollar”** means the lawful currency of the United States;

**“U.S. Person”** has the meaning given to it in Regulation S under the Securities Act; 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 organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

## 2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
- (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations

given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective affiliates, directors, officers, supervisors (where applicable), employees, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.

- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal and will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor.
- 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the

Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;

- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the

total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators

and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has

taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any

persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents

all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;
- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning,



including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;

- (z) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of

(as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMI or the underwriters in connection with the transactions contemplated thereunder;
- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;

- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where

applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;
- (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;

- (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; and
  - (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.
- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.
- 6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall

have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

## **7. TERMINATION**

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12 and clause 13 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where



applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: Suites 3513-3519, Jardine House, 1 Connaught Place, Hong Kong  
Email: [sidney.xu@dcfund.com.hk](mailto:sidney.xu@dcfund.com.hk)  
Attention: Sidney XU

If to GTJA Capital, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to GTJA Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong  
Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)  
Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong  
Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)  
Attention: Project Future team

- 9.2 Any notice delivered hereunder shall be delivered by hand or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it

was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in

accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Laws. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

### **13. IMMUNITY**

- 13.1 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.

### **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:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**Da Cheng International Asset Management Company Limited**

By:



---

Name: LAM Chun Fai

Title: Managing Director



**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:

A handwritten signature in black ink, appearing to read 'Cinema Shi', is written over a horizontal line.

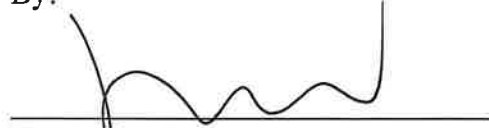
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

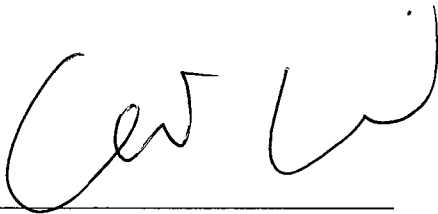
A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



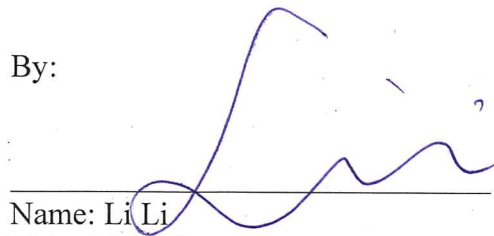
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to read 'Ruo YANG', is written above a horizontal line.

Name: Ruo YANG

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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                               |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | HK SAR                                                                                        |
| Certificate of incorporation number:                                                | 1320526                                                                                       |
| Business registration number:                                                       | 50507264                                                                                      |
| LEI number:                                                                         | N/A                                                                                           |
| Business address and telephone number and contact person:                           | Suites 3513-3519, Jardine House, 1<br>Connaught Place, Hong Kong<br>852-22347625<br>Sidney XU |
| Principal activities:                                                               | Asset Management                                                                              |
| Ultimate controlling shareholder(s):                                                | The company has no controlling shareholder or actual controller                               |
| Place of incorporation of ultimate controlling shareholder(s):                      | N/A                                                                                           |
| Business registration number and LEI number of ultimate controlling shareholder(s): | N/A                                                                                           |
| Principal activities of ultimate controlling shareholder(s):                        | N/A                                                                                           |
| Shareholder and interests held:                                                     | N/A                                                                                           |



|                                                                                                                                                                                               |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p>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:</p> | <p>Cornerstone investor</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|

Description of the Investor for insertion in the Prospectus:

Established in Hong Kong on March 19, 2009 with registered capital of HK\$200 million, Da Cheng International Asset Management Company Limited (“**Da Cheng International**”), a wholly-owned subsidiary of Dacheng Fund Management Company Limited (“**Dacheng Fund**”), strives to provide comprehensive and integrated asset management and investment consultancy services for its clients. No single ultimate beneficial owner holds 30% or more interest in Dacheng Fund. Pursuant to the SFO, Da Cheng International was licensed to carry out Type 1 (dealing in securities), Type 4 (advising on securities) and Type 9 (asset management) regulated activities, and it obtained the qualification as an investment manager of the National Social Security Fund in 2015 to serve as an investment manager of the National Council for Social Security Fund of the People’s Republic of China (全國社會保障基金理事會). Da Cheng International acts as the investment manager or investment advisor, with discretionary investment power for Da

Cheng China Balanced Fund which is managed or sub-managed by Da Cheng International. No single ultimate beneficial owner holds 30% or more interests in Da Cheng China Balanced Fund. Da Cheng International has a mature product line, which consists of public funds (including investments in China's securities markets and overseas securities markets), private funds and portfolios of discretionary accounts. Da Cheng International is one of the eleven Hong Kong subsidiaries with QFII/RQFII qualifications issued by CSRC and one of the only four holders of the National Social Security Fund Overseas Investment Manager qualification. In October 2018, Da Cheng International became one of the first batch to obtain the Hong Kong Stock Connect Overseas Investment Consultant Qualification.

基石投资协议

2026年6月15日

广东领益智造股份有限公司

与

光大理财有限责任公司（代表所管理资管产品）

与

国泰君安融资有限公司

与

国泰君安证券（香港）有限公司

与

花旗环球金融亚洲有限公司

与

中信里昂證券有限公司

与

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## 目录

| <u>条款</u>           | <u>页次</u> |
|---------------------|-----------|
| 1. 定义和解释.....       | 2         |
| 2. 投资.....          | 7         |
| 3. 交割条件.....        | 8         |
| 4. 交割.....          | 9         |
| 5. 对投资者的限制.....     | 10        |
| 6. 承认、陈述、保证及承诺..... | 12        |
| 7. 终止.....          | 23        |
| 8. 公布和保密.....       | 23        |
| 9. 通知.....          | 24        |
| 10. 一般规定.....       | 25        |
| 11. 承认美国特别处理机制..... | 257       |
| 12. 管辖法律及司法权区.....  | 278       |
| 13. 豁免权.....        | 28        |
| 14. 法律程序文件代理人.....  | 28        |
| 15. 副本.....         | 29        |
| 附表一 .....           | 附表一页 1    |
| 附表二 .....           | 附表二页 1    |

本协议（本“协议”）于 2026 年 6 月 15 日订立

订约方为：

- (1) 广东领益智造股份有限公司，一家于一九九四年在中华人民共和国成立的有限责任公司，并于二零零八年九月四日整体变更为股份有限公司，注册地址为中国广东省江门市蓬江区龙湾路 8 号（“本公司”）；
- (2) 光大理财有限责任公司（代表所管理资管产品）（一家在根据中国法例注册成立的有限公司，注册地位于中国山东省青岛市崂山区香港东路 195 号 4 号楼 16 至 19 层，下文简称「投资者」）；投资者通过广发证券资产管理（广东）有限公司管理的 QDII 资管计划投资，广发证券资产管理（广东）有限公司是一家在中国获得中国证监会许可、可投资境外证券市场的合格境内机构投资者；
- (3) 国泰君安融资有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“国泰”）；
- (4) 国泰君安证券（香港）有限公司，位于香港皇后大道中 181 号新纪元广场低座 27 楼（“国泰证券”）；
- (5) 花旗环球金融亚洲有限公司，位于香港中环花园道 3 号冠君大厦 50 楼（“花旗”）；
- (6) 中信里昂證券有限公司，位于香港金钟道 88 号太古广场一座 18 楼（“中信”）；及
- (7) J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED，位于香港中环干诺道中 8 号遮打大厦 28 楼（“JPM”）。  
（国泰，“独家保荐人”；国泰证券，“保荐人兼整体协调人”；国泰证券、花旗、中信及 JPM，统称及各自称为“整体协调人”。）

鉴于：

- (A) 本公司已申请通过全球发售（“全球发售”）使其 H 股（定义见下文）在联交所（定义见下文）上市，全球发售的内容包括：
  - (i) 本公司通过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) 根据证券法（定义见下文）S 规例（定义见下文）在美国境外向投资者（包括向香港的专业及机构投资者进行配售）或证券法项下的任何其他豁免登记条文有条件配售本公司发售的 H 股（可予重新分配）（“国际发售”）。
- (B) 国泰担任全球发售的独家保荐人，国泰证券担任全球发售的保荐人兼整体协调人。

- (C) 国泰证券、花旗、中信及 JPM 担任整体协调人及全球发售的资本市场中介人。
- (D) 受限于及根据本协议列明的条款及条件，投资者希望认购作为国际发售一部分的投资者股份（定义见下文）<sup>1</sup>。
- (E) 特此拟在双方就条款和条件达成一致意见的前提下，整体协调人和其他包销商（将在国际包销协议中列名）将与本公司就国际发售订立包销协议，以（其中包括）有条件地包销本协议项下的投资者将予认购的投资者股份。

特此约定如下：

## 1. 定义和解释

- 1.1 本协议（包括其附表及背景陈述）中，下列各词语及表达除文义另有规定外，须具有以下涵义：

“**联属人士**”就特定个人或实体而言，除文义另有规定外，指直接或间接地通过一个或多个中介人控制该特定个人或实体，受上述特定个人或实体控制，或与之共同受控制的任何个人或实体。就本定义而言，“控制”（包括“控制”、“受控制”及“共同受控制”）指直接或间接地拥有指示某人士的管理和政策，或者影响某人士的管理和政策方向的权力（无论是通过拥有投票权证券、合同或是其他方式）；

“**会财局**”指会计及财务汇报局；

“**总投资额**”指发售价乘以投资者股份数目所得的金额；

“**批准**”具有第 6.2(g)条赋予该词的涵义；

“**A 股**”指公司发行的普通股，每股面值人民币 1.00 元，以人民币交易，并在深圳证券交易所上市；

“**联系人 / 紧密联系人**”须具有上市规则赋予该词的涵义，“**多位联系人 / 多位紧密联系人**”亦须据此解释；

“**经纪佣金**”指费用规则(按照上市规则定义)第 7(1)段的规定按总投资额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港的公众开放作正常银行业务运作，及联交所这些日期开放进行证券交易的任何日子（星期六、星期日和香港的公众假期除外）；

“**中央结算系统**”指由香港中央结算有限公司设立及运作的中央结算及交收系统；

---

<sup>1</sup> 添加担保相关条款（如有担保人）。

“交割”指依照本协议的条款及条件投资者股份认购的交割；

“资本市场中介人”指本公司就全球发售而委任的资本市场中介人，并具有证券及期货事务监察委员会持牌人或注册人操守准则赋予该词的涵义

“公司条例”指不时经修订、补充或以其他方式修改的《公司条例》（香港法例第 622 章）；

“公司（清盘及杂项条文）条例”指不时经修订、补充或以其他方式修改的《公司（清盘及杂项条文）条例》（香港法例第 32 章）；

“关连人士 / 核心关连人士”须具有上市规则赋予该词的涵义，“多位关连人士 / 多位核心关连人士”亦须据此解释；

“关联关系”须具有中国证监会备案规定赋予该词的涵义；

“合约（第三者权利）条例”指不时经修订、补充或以其他方式修改的《合约（第三者权利）条例》（香港法例第 623 章）；

“控股股东”除文义另有规定外，须具有上市规则赋予该词的涵义，“各控股股东”亦须据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规定”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引，包括其不时进行的修改、补充或其他修改；

“处置”指包括，就任何相关股份，直接或间接地：

- (i) 不论直接或间接地、有条件或无条件地发售、质押、押记、出售、抵押、出借、设置、转让、让与或以其他方式处置任何合法或实益权益（包括通过设置或任何协议来设置或者出售或授予或同意出售或授予任何期权或订约以购买、认购、出借或以其他方式转让或处置，或者任何认股权证或权利以购买、认购、出借或以其他方式转让或处置，或者购买或同意购买任何期权、订约、认股权证或权利以出售，或者设置任何产权负担或同意设置任何产权负担），或者无论直接或间接地并且无论有条件或无条件地就可转换为、可行使以获得或可兑换为该等相关股份或其任何权益，或代表有权收取相关股份的任何其他证券中的任何合法或实益权益设置任何性质的任何第三方权利，或同意或订约作出上述行动；或
- (ii) 订立任何掉期或其他安排，以将该等相关股份的任何实益所有权或其任何权益，或该等其他证券或其中任何权益拥有权的任何经济后果或事件全部或部分转让予他人；或
- (iii) 订立直接或间接与上述(i)或(ii)所述任何交易具有相同经济效果的任何交易；或

(iv) 同意、披露或订约，或公开宣布有意向订立上文(i)、(ii)和(iii)中所述的任何交易，在任一情况下无论上文(i)、(ii)和(iii)中所述任何交易是否以交付相关股份或可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式；及“**予以处置**”亦须据此解释；

“**FINI**”具有上市规则项下赋予该词的涵义；

“**全球发售**”具有背景陈述(A)赋予该词的涵义；

“**政府机关**”指任何政府、政府间、监管或行政委员会、理事会、团体、部门、机关或机构或任何证券交易所(包括但不限于联交所、证监会及中国证监会)、自律监管机构或其他非政府监管机关或任何法庭、司法机关、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、地区、市级、当地、国内、国外或超国家机关；

“**本集团**”指本公司及其不时的附属公司或如文义所指于本公司成为其现有附属公司的控股公司前的期间，则指该等附属公司（犹如彼等已于相关时期为本公司的附属公司）；

“**指南**”指联交所发布的《新上市申请人指南》（经不时修订或补充）；

“**H 股**”指本公司股本中每股 H 股面值人民币 1.00 元的普通股，此类股份将以港元认购和交易，并拟将在联交所上市；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有背景陈述(A)赋予该词的涵义；

“**受偿方**”具有第 6.5 条赋予该词的涵义；并且“**受偿方**”应视文意而定，指其中任何一方；

“**国际发售**”具有背景陈述(A)赋予该词的涵义；

“**国际发售通函**”指本公司拟就国际发售向有意投资者（包括投资者）发出的最终发售通函；

“**投资者股份**”指在国际发售中投资者根据由本公司和整体协调人确定的本协议条款和条件将予认购的 H 股数目（如附表一所计算）；

“**法律**”指所有相关司法管辖区的任何政府机关（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指导、决定、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”指占总投资额的 0.0027% 的证监会交易征费（或者于上市日期适用的交易征费），占总投资额的 0.00565% 的联交所交易费（或者于上市日期适用的交易费）以及占总投资额的 0.00015% 的会财局交易征费（或者于上市日期适用的交易征费）；



“上市日期”指 H 股首次于联交所上市的日期；

“上市规则”指香港联合交易所有限公司证券上市规则及联交所不时修订、补充或以其他方式修改的指南、上市决策、指引和其他要求；

“禁售期”具有第 5.1 条赋予该词的涵义；

“发售价”指根据全球发售发行或出售股份的每股 H 股最终港元价格（不包括经纪佣金和征费）；

“各方”指本协议中具名的各方，“一方”指其中任何一方（视文义而定）；

“中国”指中华人民共和国，就本协议而言，不包括香港、中华人民共和国澳门特别行政区及台湾；

“初步发售通函”指预计将由本公司就国际发售向有意投资者（包括投资者）刊发及不时经修订、补充或以其他方式修改的初步发售通函；

“专业投资者”指具有证券及期货条例附表一第一部赋予该词的涵义；

“招股章程”指本公司将就香港公开发售发行的最终招股章程；

“公开文件”指经不时修订或补充的，初步发售通函及国际发售的国际发售通函、及本公司将就香港公开发售在香港刊发的招股章程以及本公司可能就全球发售可能刊发的此类其他文件和公告；

“S 规例”指证券法项下的 S 规例；

“监管机构”具有第 6.2(i)条赋予该词的涵义；

“相关股份”指投资者或第 2.2 条项下的投资者的全资附属公司依据本协议认购的投资者股份，以及依据任何供股、资本化发行或其他形式的资本重组从投资者股份中衍生出来的本公司任何股份或其他证券或权益（无论此类交易是否以现金或其他方式交收）；

“人民币”指人民币，中国的合法货币；

“证券法”指美国 1933 年证券法（经不时修订或补充）及据此颁布的规则及规例；

“证监会”指香港证券及期货事务监察委员会；

“证券及期货条例”指不时经修订、补充或以其他方式修改的《证券及期货条例》（香港法例第 571 章）；

“股份”指公司股本中的普通股，每股面值人民币 1.00 元，包括 A 股及 H 股；

“联交所”指香港联合交易所有限公司；

“附属公司”具有公司条例所载的涵义；

“美国”指美利坚合众国、其领地和属地、美国各州及哥伦比亚特区；

“美元”指美国法定货币；

“美国人士”具有证券法项下的 S 规例赋予该词的涵义；及

“包销商”指香港公开发售的香港包销商及国际发售的国际包销商。

## 1.2 本协议中除文义另有要求外：

- (a) 对某一“条文”、“分条”或“附表”的提述即是对本协议某一条文或分条或附表的提述；
- (b) 索引、条文和附表标题均为方便而插入，不得影响对本协议的诠释及解释；
- (c) 背景陈述及附表构成本协议不可分割的一部分，如同明确载于本协议正文一般具有同样的效力及作用，对本协议的任何提述须包括对背景陈述及附表的提述；
- (d) 单数词包括复数词，反之亦然，并且表示一种性别的词语应包括另一种性别；
- (e) 对本协议或另一文书的提述包括本协议或另一文书的任何更改或替换版本；
- (f) 对法规、法律条文、规定或规则的提述包括对以下内容的提述：
  - (i) 不时合并、修订、补充、修改、重新制定的该法规、法律条文、规定或规则，或被任何法规或法律规定取代的法规或条文；
  - (ii) 就任何已废除法规、法律条文、规定或规则重新制定的条文（经过或未经修订）；及
  - (iii) 在该法例或法律条文下制定的任何附属法例；
- (g) 对‘规定’的引用包括任何政府、政府间或超国家机构、部门，或任何监管、自律或其他权威机构或组织所发布的规定、规则、官方指令、意见、通知、通函、命令、请求或指引（无论其是否具有法律效力）
- (h) 对一天中的时间和日期的提述，除另有指明外，分别指香港时间和日期；
- (i) 对“人士”的提述包括对个人、商号、公司、法团、非法人团体、机关、政府、州或州机构、合资企业、组织或合伙企业（无论是否具有独立法人资格）的提述；
- (j) 对“包括”的提述应被解释为包括但不限于；及

- (k) 对香港之外的任何司法管辖区的有关任何诉讼、补救、方法或司法程序、法律文件、法律地位、法庭、官方或任何法律概念或事宜的任何法律术语的提述包括该司法管辖区中与相关香港法律术语最相近的术语。

## 2. 投资

2.1 在下文第 3 条所指的条件得到落实（或各方共同豁免，但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）的情况下，及依据本协议载明的其他条款及条件：

- (a) 投资者将在国际发售下并作为国际发售的一部分并且通过整体协调人及 / 或其作为国际发售相关部分国际包销商的国际代表身份的联属人士，按发售价认购，而本公司将发行、配发和配售并且整体协调人将向投资者分配及 / 或交付（视情况而定）或者促致分配及 / 或交付（视情况而定）投资者股份；及

- (b) 投资者将按照第 4.2 条支付投资者股份的总投资额、经纪佣金及征费。

2.2 投资者可通过向本公司、整体协调人及独家保荐人送达书面通知（不晚于上市日期前三个营业日），选择通过作为专业投资者的投资者全资附属公司认购投资者股份，且该全资附属公司是非美国人士，且并非为了美国人士或代表美国人士的利益而购买投资者股份；(ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买投资者股份，前提是：

- (a) 投资者须促致投资者全资附属公司在该日向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受投资者在本协议中作出的相同协定、陈述、保证、承诺、承认及确认约束，且投资者在本协议中作出的有关协定、陈述、保证、承诺、承认及确认，须视为由投资者本人作出，及代表投资者全资附属公司作出；及
- (b) 投资者 (i)无条件及不可撤销地向本公司、整体协调人及独家保荐人保证该全资附属公司将适当及准时履行及遵守所有其于本协议下的协定、义务、承诺、保证、陈述、赔偿、同意、承认、确认及契诺；并且(ii)承诺按照第 6.5 条一经要求即向各受偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

投资者于本第 2.2 条项下的义务构成其一经要求即向本公司、整体协调人或独家保荐人支付投资者全资附属公司根据本协议有责任支付的任何金额，以及一经要求及时履行投资者全资附属公司于本协议项下的任何义务，而毋须本公司、整体协调人或独家保荐人首先对投资者附属公司或任何其他人士采取行动的直接或间接、主要及无条件义务。除文义另有规定外，投资者一词应在本协议中解释为包含投资者全资附属公司。

2.3 本公司及整体协调人（代表自身及全球发售包销商）将按彼等可能协定的方式厘定发售价。投资者股份的准确数目将由本公司及整体协调人根据附表一决定，

而该决定一旦做出将不可更改且对投资者具有约束力，但明显有误者除外。

### 3. 交割条件

- 3.1 投资者在本协议项下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）或促致发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以下列各项条件在交割时或之前均获满足或由各方共同豁免为条件（但第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免）：
- (a) 包销协议已经订立且在不晚于包销协议中规定的时间和日期之前（依据其各自的原始条款或稍后经协议各方同意作出豁免或修改后）已生效并成为无条件，且上述包销协议均未予以终止；
  - (b) 本公司及整体协调人（代表自身及全球发售包销商）已协定厘定发售价；
  - (c) 联交所上市委员会已批准股份的上市并准许买卖 H 股（包括投资者股份以及其他适用的豁免和批准），且上述批准、准许或豁免于联交所开始买卖 H 股之前并未被撤销；
  - (d) 任何政府机关并未颁布或发布禁止完成全球发售或本协议中预期进行的交易的任何法律，且具司法管辖权的法院概未作出妨碍或禁止完成上述交易的任何有效命令或禁制令；及
  - (e) 投资者在本协议项下的各项陈述、保证承诺、承认和确认在所有方面均属及将属准确、真实及完整，不具误导性或欺骗性且投资者方面并未重大违反本协议。
- 3.2 如果第3.1 条所载的任何条件于本协议之日后满一百八十（180）天（或本公司、整体协调人、投资者及独家保荐人之间可能书面协定的其他日期）当日或该日之前未获满足或各方共同豁免（但第 3.1(a)、3.1(b)3.1(d)条所列条件不得豁免并且第 3.1(e)条所列条件只能由本公司、整体协调人及独家保荐人共同豁免），则投资者购买投资者股份的义务，以及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或促致发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务须停止，并且投资者在本协议项下向任何其他方支付的任何款项须在商业上可行的情况下尽快且任何情况下不晚于本协议终止之日后 30 天由该其他方向投资者无息偿还，而本协议将予以终止且不具任何效力，且本公司、整体协调人及 / 或独家保荐人在本协议项下的所有义务和责任须停止及终止，前提是本协议按照本第3.2 条作出的终止不得损害任何一方于上述终止之时或之前就本协议所载条款而对其他方已产生的权利或责任。为免生疑问，本条文的任何内容不得被解释为使投资者有权在本条文项下前述日期之前的期间内对投资者在本协议项下的陈述、保证、承诺、承认和确认的任何违反进行补救。
- 3.3 投资者承认无法保证全球发售将完成或将不会延期或终止或发售价格将处于公

开文件所载列的示意性区间内，并且如果全球发售出于任何原因被延期或终止、未在拟定日期和时间之前进行、完成或根本未予完成，或如果发售价并非介乎公开文件所载的指示性范围，本公司、整体协调人或独家保荐人不向投资者承担任何责任。投资者特此放弃基于全球发售出于任何原因被延期或终止、未在拟议日期和时间之前进行、完成或根本未予完成或如果发售价并非介乎公开文件所载的指示性范围而向本公司、整体协调人及 / 或独家保荐人或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员、合伙人、代理人、顾问及代表提起任何申索或诉讼的权利（如有）。

#### 4. 交割

- 4.1 根据第 3 条和本第 4 条的规定，投资者将依据国际发售并作为国际发售的一部分，通过作为国际发售相关部分国际包销商的代表身份的整体协调人（及 / 或其各自联属人士），按发行价认购投资者股份。因此，投资者股份将在国际发售交割的同时被认购，且交付的时间及方式须由本公司和整体协调人确定。
- 4.2 无论投资者股份的交付时间和方式，投资者应于上市日期至少一(1)个营业日或之前，通过电汇（向整体协调人通知投资者的港元银行账户）转账立即可用结算资金计存至整体协调人在上市日期前至少一（1）个营业日书面通知投资者的港元银行账户的方式，以港元全额即日支付总投资额，连同相关经纪佣金及征费，且不得作出任何扣减或抵销，上述通知应包括付款账户详情及本协议项下投资者应支付的总额等。
- 4.3 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者（视情况而定）交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期前两(2)个营业日向整体协调人书面通知的该等中央结算系统投资者参与者账户或中央结算系统股份账户的方式作出。
- 4.4 投资者股份的交付亦可以本公司、整体协调人、独家保荐人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期之前一(1)个营业日（与交付投资者股份的时间及方式并无关系）。
- 4.5 如果总投资额的付款（包括相关经纪佣金及征费）（无论全部或部分）并未于本协议规定的时间按本协议规定的方式收取或结清，则本公司、整体协调人及独家保荐人可保留权利，依其各自绝对酌情权终止本协议，在此情况下，本公司、整体协调人及独家保荐人的所有义务及责任须停止及终止（但不得损害本公司、整体协调人及独家保荐人因投资者未能遵守其于本协议下的义务而可能针对投资者提出的任何申索）。无论何等情况，投资者应按照第 6.5 条或本协议的其他规定在税后基础上完全负责承担并向各受偿方（以其各自身份）作出弥偿，因投资者方面未能全额支付总投资额、经纪佣金和征费而引起或有关的任何损失和损害赔偿，使其免于承担弥偿责任并获得全数弥偿。
- 4.6 如果未能符合上市规则的要求，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第

8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv) 上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者），独家保荐人、整体协调人及本公司有权全权绝对酌情调整投资者将予认购的投资者股份数目的分配，以符合上市规则第 8.08(3)条的规定。为免生疑，倘投资者股份数量依据本第 4.6 条获得调整，各方须真诚合作以落实该等调整，包括但不限于签署补充协议或各方可能必要或合理要求的任何其他书面确认文件以反映该等调整，且投资者不得无理地拒绝、设定条件或拖延签署任何该等文件。

- 4.7 如本公司、整体协调人、独家保荐人及其分别的联属人士（视乎情况而定）各自因其控制以外的状况，包括但不限于天灾、洪水、疾病、大流行病或疫情的爆发或升级（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒及 COVID-19）、宣布进入国家、国际或地区紧急状态、灾害、灾难、危机、经济或全面制裁、爆炸、地震、火山爆发、严重交通中断、政府运作崩溃、公众骚乱、政治动荡或敌对行动威胁或升级或爆发、战争（不论是否宣战）、恐怖活动、火灾、暴乱、叛乱、民变、罢工、停工、其他行业行动、一般电力或其他供应故障、撞机、意外或机械或电气故障、技术或计算机故障或任何汇款系统故障、禁运、劳资纠纷及任何现有或未来法律的变更、政府活动的任何现有或未来行动或其他类似情况，而被阻止或延迟履行其在本协议下的义务，本公司、整体协调人、独家保荐人及其各自的联属人士、高级职员、董事、监事（如适用）、雇员、职员、关联方、合伙人、代理人、顾问及代表（不论共同或个别）无需就任何延迟或未能执行其在本协议下规定的义务承担任何责任，且本公司、整体协调人、独家保荐人及其各自的联属人士各自有权终止本协议。在此情况下，本公司、整体协调人及独家保荐人于本协议项下的所有义务和责任应终止并解除。然而，根据本条款 4.7 的终止不影响任何一方在终止之前或终止时已产生的任何权利或责任。

## 5. 对投资者的限制

- 5.1 按照第 5.2 条，投资者（为其自身及代表投资者附属公司（在投资者股份由投资者附属公司持有的情况下））与本公司、整体协调人及独家保荐人达成一致、订立契诺并承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者自上市日期(含)起至上市日期后六(6)个月期间(含)止（“**禁售期**”）内的任何时间（包括上市日期），投资者不会并促使其联属人士不会直接或间接地(i) 以任何方式处置任何相关股份或持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取任何上述证券的权利，或同意或订约订立或公开宣布有意订立此类交易；(ii) 允许其自身在其最终实益拥有人层面发生控制权改变（其定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iii) 直接或间接地达成与任何上述交易具有相同经济效果的交易；或(iv) 同意或订约或公开宣布有意订立上文(i)、(ii)及(iii)所述的任何前述交易，而不论上文(i)、(ii)及(iii)所述的任何前述交易是否将以交付相关股份或其他可转换为、可行使以获得或可兑换为相关股份的该等其他证券来交收，无论以现金或其他方式。倘若在禁售期后的任何时间处置任何相关股份，投资者将在拟议处置前立即书面通知本公司、整体协调人和独家保荐人，并将确保 (a) 有关处置将遵守所有适用法律；(b) 投资者将尽其最大努力确保有关处置不

会造成 H 股市场混乱或虚假；(c) 未经本公司、整体协调人及独家保荐人事先书面同意，投资者将不会与直接或间接从事与本公司业务构成竞争或可能构成竞争的业务的人士，或属于该人士的控股公司、附属公司或联系公司的任何其他实体进行任何有关交易。

5.2 第 5.1 条的任何规定不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，前提是，在所有情况下：

- (a) 在该等转让前不少于五（5）个营业日向本公司、独家保荐人及整体协调人发出书面通知，该通知载明该全资附属公司的身份，并附上令本公司、独家保荐人及整体协调人满意的证明文件，以证明拟受让方为该投资者的全资附属公司，且该等证明文件应符合本公司、独家保荐人及整体协调人可能要求的标准。
- (b) 在此类转让之前不少于五（5）个营业日，该全资附属公司须发出按本公司、整体协调人及独家保荐人信纳的条款作出及致彼等并以彼等为受益人的书面承诺，表示同意受且投资者承诺促致该全资附属公司将受本协议下投资者义务的约束，包括但不限于本第 5 条载列的对投资者的限制，犹如该全资附属公司本身受上述义务和限制的规限；
- (c) 该全资附属公司应被视为已作出第 6 条规定的相同承认、确认、承诺、陈述及保证；
- (d) 投资者及其该全资附属公司就彼等持有的所有相关股份被视为投资者，并须共同及个别承担本协议施加的所有责任及义务；
- (e) 如果在禁售期届满前的任何时间，该全资附属公司不再或将不再作为投资者的全资附属公司，则其必须（且投资者须促致该附属公司须）立即且于任何情况下不再作为投资者的全资附属公司之前，将其持有的相关股份全数及有效地转让予投资者或投资者的另一家全资附属公司，其亦将需要在转让前不少于五（5）个营业日按本公司、整体协调人及独家保荐人信纳的条款作出或投资者促致其作出及致彼等的书面承诺，表示同意且投资者承诺促致该全资附属公司受本协议下投资者义务的约束，包括但不限于本协议第 5 条载列的对投资者限制并作出本协议项下的相同承认、确认、承诺、陈述及保证，犹如该全资附属公司本身须受限于该等义务和限制，并共同及个别承担本协议施加的一切责任及义务；及
- (f) 全资附属公司目前及将来不是美国人士及非为了任何美国人士的原因或利益购买相关股份；及(ii)目前及将来位于美国境外； (ii)位于美国境外且(iii)按照证券法 S 规例在境外交易中购买相关股份。

5.3 投资者同意并承诺，除了获得本公司、整体协调人及独家保荐人的事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中的持股总额（直接或间接）始终低于本公司全部已发行股本的 10%（或上市规则中为界定“主要股东”而不时规定的其他百分比），在上市日期起 12 个月期间内，投资者不得成为本公司核心关连人士（按照上市规则的定义）。而且，投资者及其紧密联系人

（定义见上市规则）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（按上市规则所拟定及联交所所诠释（包括但不限于上市规则第 8.08 条））低于上市规则第 8.08 条载列的所需百分比或联交所可能不时批准并适用于本公司的该等其他百分比。投资者同意如发现任何上述情况，将在切实可行的情况下尽快以书面形式尽快通知本公司、独家保荐人及整体协调人。

- 5.4 投资者同意其系代其管理的资管产品持有本公司股本并且经本公司、整体协调人及 / 或独家保荐人合理要求后，向本公司、整体协调人及独家保荐人提供合理证据，表明投资者系代其管理的资管产品持有本公司股本。投资者不得，且须促致其控股股东、联系人及其各自的实益所有人均不得通过询价圈购申请或下单购买全球发售下的 H 股（投资者股份除外）或申请认购香港公开发售下的 H 股，除非该等行为已向本公司、独家保荐人及整体协调人披露，并符合指南第 4.15 章所载指引的规定。
- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级管理人员、雇员、代理人或代表不得直接或间接与本公司、本公司控股股东、本集团任何成员公司或其各自的联属人士、董事、高级管理人员、监事（如适用）、雇员或代理人接受或签订违背或违反上市规则（包括指南第 4.15 章中适用段落所载的规定或香港监管机构发布的其他书面指引）的任何安排或协议（包括但不限于任何附函）。投资者进一步确认并承诺，其本人或其任何联属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人或代表均未订立且不会订立该等安排或协议。
- 5.6 投资者将使用内部资源为其认购投资者股份提供资金，而不会通过外部融资筹集资金。

## 6. 承认、陈述、保证及承诺

- 6.1 投资者<sup>2</sup>向本公司、整体协调人和独家保荐人中的每一方承认、陈述、承诺、保证、同意及确认：
- (a) 本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、代理人、顾问、联系人、合伙人及代表各自概未陈述及保证或承诺或担保全球发售将继续或予以完成（在任何特定期限内或在所有期限），或发售价将介乎公开文件所载的指示性范围，及倘若全球发售出于任何原因延期、并未继续或未予完成，或倘若发售价并非介乎发售价文件所载的指示性范围，本公司、独家保荐人及其各自的联属人士、董事、高级管理人员、雇员、代理人、顾问、联系人、合伙人及代表各自不对投资者承担任何法律责任。投资者特此放弃任何权利（如有），不得以全球发售因任何原因未能在预期日期或时间完成或被延迟，或发售价未在公开文件所载指示性范围内为由，向本公司、独家保荐人、整体协调人及其各自的联属人士提出任何索赔或采取任何法律

---

<sup>2</sup> 添加担保人（如适用）



行动；

- (b) 本协议、投资者的背景资料及本协议拟涉及的各方之间的关系和安排须于公开文件及全球发售的其他销售及路演资料中披露，而投资者将在公开文件以及上述其他销售及路演资料以及公告中被引述，以及（具体而言）本协议将构成须就全球发售或另行根据公司（清盘及杂项条文）条例及上市规则提交予香港的监管机构及向公众展示的重大合同。在这方面，投资者应向独家保荐人及整体协调人提供所有所需信息，以协助独家保荐人及整体协调人履行其在上市规则及证监会持牌人或注册人操守准则项下的义务和责任（包括但不限于对投资者进行尽职调查）；
- (c) 须根据上市规则提交予联交所或在 FINI 上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；
- (d) 投资者确认并同意，本公司、独家保荐人及整体协调人可根据本协议向政府主管机关（包括但不限于联交所、证监会及中国证监会）提交有关其购买 H 股或其参与配售的相关信息；并且，投资者确认并承诺，将披露并提供所有必要信息（包括但不限于身份及认购金额），以说明其他通过掉期安排或其提供或管理的其他金融或投资产品投资于 H 股的直接或间接投资者的情况；
- (e) 发售价完全且排他性地按照全球发售的条款和条件厘定，并且投资者概无任何权利就此提出任何异议；
- (f) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以其作为国际发售中国际包销商代表的身份认购，前提是投资者并未依赖且无权依赖本公司法律顾问或独家保荐人、整体协调人及包销商法律顾问就全球发售所提供的任何法律意见或其他建议，或本公司、独家保荐人、整体协调人、包销商或其各自的联属人士或顾问就全球发售所进行的任何尽职调查、调查或其他专业意见或工作，并且投资者已在其认为必要或适当的范围内自行取得独立意见，且本公司、独家保荐人、整体协调人或其各自的联属人士、关联方、董事、高级职员、监事（如适用）、雇员、顾问、关联方、合伙人、代理人及代表均不就因认购投资者股份或与投资者股份相关的任何交易所产生的任何税务、法律、货币或其他后果承担任何责任；
- (g) 投资者将根据本公司组织大纲及章程或其他组建或组织章程文件及本协议的条款及条件接受投资者股份，并受其规限；
- (h) 投资者股份数目可受根据上市规则第 18 项应用指引或指南第 4.14 章或上市规则附录 F1 所载的配售指引或联交所可能不时批准并适用于本公司的该等其他百分比进行的国际发售与香港公开发售之间的股份重新分配所影响；

- (i) 整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以满足上市规则项下的有关规定，包括但不限于(i)上市规则第 8.08(3)条规定，即上市日期由公众人士持有的 H 股中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；
- (j) 在订立本协议时或前后或其后在国际发售交割之前的任何时间，本公司、整体协调人及 / 或独家保荐人已经、或可能及/或拟议与一个或多个其他投资者订立进行类似投资的协议，作为国际发售的一部分；
- (k) 本公司、独家保荐人、整体协调人、或其各自的任何附属公司、关联方、联属人士、代理人、董事、高级管理人员、监事、雇员、合伙人或代表或参与全球发售的任何其他方均不对投资者股份的收购或任何交易的税务、法律、货币或其他经济等后果承担任何责任；
- (l) 投资者股份并无且将不会根据证券法或美国任何州或其他司法管辖区的证券法登记，且不得直接或间接地在美国境内或者向任何美国人士或为了美国人士的原因或利益发售、转售、质押或另行转让，除非按照有效的登记声明或证券法登记要求的豁免，或交易不受证券法登记要求的约束，或在任何其他司法管辖区或为了任何其他司法管辖区人士的原因或利益，除非该司法管辖区适用法律允许；
- (m) 其理解并同意投资者股份的后续再发售、转售、质押或转让仅可根据 S 规例，在美国境外在“境外交易”（定义见证券法 S 规例）中进行，且应按照美国各州和任何其他司法管辖区的任何适用证券法律进行，且任何代表投资者股份证书应附带实际具有该等作用的提示语；
- (n) 其理解，本公司、整体协调人、独家保荐人或国际发售的任何国际包销商，或其各自的子公司、联属公司、董事、监事（如适用）、高级职员、雇员、代理人、顾问、关联方、合伙人及代表均不曾就投资者股份的后续再发售、转售、质押或转让作出有关能否享有证券法项下任何可享有的豁免的任何陈述；
- (o) 除第 5.2 条项下规定外，若一家投资者的全资附属公司持有任何投资者股份，只要该附属公司于禁售期届满之前继续持有任何投资者股份，投资者须促使该附属公司始终作为投资者的全资附属公司，并继续恪守及遵守本协议下的条款及条件；
- (p) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商和公司、其各自的关联方、董事、高级管理人员、监事、雇员、顾问和代表提出的因本协议和全球发售引起的或与之有关的任何索赔；

- (q) 其已收到（及将来可能收到）可构成有关投资者投资于（及持有）投资者股份的重大、非公开信息及 / 或内幕信息（定义见证券及期货条例）的信息，且其(i)不会将该等信息披露给任何人士，除了严格基于有必要知晓的原则向其联属人士、附属公司、董事、高级管理人员、雇员、顾问及代表（“**授权接收人**”）披露且仅用于评估其在投资投资者股份中的投资或者另行为法律要求的之外，直至该等信息并非由于投资者或其授权接收人方面的过错而成为公开信息，及/或不再构成《证券及期货条例》所界定的内幕消息；(ii)尽其全力确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会向任何人士披露该等信息，除了严格基于有必要知晓的原则向其他授权接收人披露的之外；并且(iii)不会并将确保其授权接收人（按照本第 6.1(q)条向其披露了该等信息）不会以可能导致违反美国、香港、中国或与该等交易相关的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的方式，直接或间接地购买、出售或买卖或交易 H 股或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议、在保密基础上提供给投资者及 / 或其代表的招股章程草案或初步发售通函草案及在保密基础上可能提供给（无论书面或口头地）投资者及 / 或其代表的任何其他材料中所载的信息不可复制、披露、传阅或散布予任何其他人士且所提供的该等信息和资料可能会被修改、更新、修订及完成，并且投资者在决定是否投资于投资者股份时不得依赖于该等信息和资料。为免生疑问：
- (i) 可能已经提供给投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不构成在任何司法管辖区收购、购买或认购任何证券的邀请、要约或招揽而在该司法管辖区不允许该等要约、招揽或出售并且可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料中的任何内容均不构成任何合同或承诺的依据；
- (ii) 可能已经提供给（无论书面或口头地）投资者及 / 或其代表的招股章程草案、初步发售通函草案或任何其他资料均不应作为作出或收到认购、收购或购买任何 H 股或其他证券的要约或邀请的依据；及
- (iii) 可能已经提供（无论书面或口头地）给投资者的初步发售通函草案、招股章程草案或任何其他资料可能需要在订立本协议之后加以进一步修改并且投资者在决定是否投资于投资者股份时不得加以倚赖并且投资者特此同意此类修改（如有）并且放弃其与此类修改有关的权利（如有）；
- (s) 本协议（无论整体还是个别）不构成在美国或任何其他司法管辖区出售证券的要约而在该司法管辖区该等出售证券的要约将是非法的；
- (t) 投资者或其任何联属人士或代表其行事的任何人士均未从事或将从事关于投资者股份的任何定向销售工作（按照 S 规例的定义）或就投资者股份作出的任何广泛招揽或公开广告（按照证券法 D 规例的定义或以参与

公开发售的任何方式（定义见证券法第 4(2)条））；

- (u) 其已收到其认为对于评估收购投资者股份的利弊及风险所必需或合宜的所有信息并且有机会就本公司、投资者股份及其认为对于评估收购投资者股份的利弊及风险所必需或合宜的其他相关事宜向本公司、整体协调人或独家保荐人发问及取得答复，并且本公司已向投资者或其代理人提供了投资者或其代表所要求的有关投资于投资者股份的所有文件及资料；
- (v) 在制定投资决策时，投资者依赖于并仅将依赖于由本公司刊发的国际发售通函中提供的信息，而不依赖于本公司、整体协调人及 / 或独家保荐人（包括其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及联属人士）或其代表可能于本协议之日或之前向投资者提供的任何其他信息（无论是由本公司、独家保荐人、整体协调人或各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士或其他人士所准备），而本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人和联属人士均未就国际发售通函中未载列的任何该等信息或材料的准确性或完整性作出任何陈述，亦未给予任何保证或承诺；且本公司、整体协调人、独家保荐人及其各自的董事、高级管理人员、监事、雇员、顾问、代理人、代表、联系人、合伙人及其联属人士现时或将来概不因投资者或其董事、高级管理人员、雇员、顾问、代理人、代表、联系人、合伙人和联属人士使用或依赖于该等信息或资料或者国际发售通函中未载列的任何信息，而对该等人士承担或将承担任何法律责任；
- (w) 整体协调人、独家保荐人、其他包销商及其各自的董事、监事、高级管理人员、雇员、附属公司、代理人、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向其作出任何保证、陈述或建议；且除最终国际发售通函订明之外，本公司及其董事、高级管理人员、监事、雇员、附属公司、代理人、联系人、联属人士、代表及顾问均未就投资者股份的利弊，或认购、购买或发售投资者股份，或本公司或本公司附属公司的业务、研发、营运、前景或财务或其他状况或就与此相关的任何其他事项向投资者作出任何保证、陈述或建议；
- (x) 投资者将遵守根据本协议、上市规则及关于投资者（直接或间接）处置其作为或（直接或间接）将成为或经招股章程显示为实益拥有人的任何相关股份的任何适用法律项下不时适用于其的所有限制（如有）；
- (y) 其已就本公司、投资者股份以及本协议中载列的认购投资者股份的条款展开自己的调查，并已获得自己的独立意见（包括税务、监管、财务、会计、法律、货币及其他方面），范围以其认为必要或适宜者，或令其满意的其他方面为限，涉及与投资者股份投资相关的税务、监管、财务、会计、法律、货币及其他方面，并与投资者投资的适当性有关；且现时

并未依赖于及将来亦无权依赖于，由本公司或任何整体协调人、独家保荐人或包销商或者他人代表其就全球发售取得或开展（视情况而定）的任何意见（包括税务、监管、财务、会计、法律、货币及其他方面）、尽职调查审核或调查或其他意见或保证并且本公司、整体协调人、独家保荐人或其各自联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、雇问、代理人或代表均不对投资者认购投资者股份或任何与投资者股份相关交易的任何税务、监管、财务、会计、法律、货币或其他经济等后果承担任何责任；

- (z) 据其了解，目前不存在投资者股份的公开市场，而且本公司、整体协调人和独家保荐人、全球发售的承销商或其各自的附属公司、关联方、董事、监事（如适用）、高级职员、雇员、代理人、顾问、代表、联营公司及合伙人，亦包括任何参与全球发售的其他方，均不保证投资者股份将永远存在公开或活跃市场；
- (aa) 如果出于任何原因，全球发售被延期、终止或无法完成，本公司、整体协调人、独家保荐人或其各自的任何联系人、联属人士、董事、高级管理人员、监事、雇员、合伙人、代理人、顾问或代表均不对投资者或其附属公司负有任何责任；
- (bb) 在联交所可能批准并符合适用法律的情况下，本公司及整体协调人将拥有改变或调整(i)全球发售项下将予发行的 H 股数目；(ii)香港公开发售及国际发售项下将予发行的 H 股数目；及(iii)发售 H 股、发售价范围及最终发售价的其他调整或重新分配的全权绝对酌情决定权；
- (cc) 任何 H 股买卖均须遵守适用法律，包括证券及期货条例、上市规则、证券法及任何合资格证券交易所的任何其他适用法律、法规或相关规则对买卖股份的限制；及
- (dd) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；
- (ee) 投资者已同意于上市日期或根据第 4.4 条协议的其他日期上午 8 时（香港时间）或之前支付总投资金额及相关经纪佣金和征费；及
- (ff) 倘若投资者透过合格境内机构投资者（“**合格境内机构投资者**”）进行投资，投资者无条件及不可撤销地向本公司、整体协调人及独家保荐人中的每一方承诺及保证：
  - (i) 其将促使合资格境内机构投资受约束于、给予、作出及履行因本协议而产生、根据本协议或与本协议有关的所有投资者义务、承诺、声明、保证、弥偿及责任（包括声明及保证合资格境内机构投资者(a)目前且以后非美国人士；(b)位于美国境外且(c)按照 S 规则在境外交易中购买相关股份（“**投资者义务**”））；及
  - (ii) 将促使及无条件及不可撤回地向本公司、整体协调人及独家保荐

人担保合格境外投资者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、整体协调人及独家保荐人进一步承认、陈述、保证及承诺：

- (a) 其根据其成立地的法律正式成立、有效存续且信誉良好，未有针对其破产、清算或清盘提出的任何申请、发布的任何命令、或通过的任何有效决议；
- (b) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (c) 其具有合法权利和权力拥有、使用、租赁和经营其资产并以目前的方式开展业务；
- (d) 其具有全面的权力、权限及能力，并已采取了签署和交付本协议，达成并实施本协议中预期的交易以及履行其在本协议下义务所需的所有行动（包括从任何政府和监管机构或第三方获得所有必要的同意、批准和授权）；
- (e) 本协议已由投资者正式授权、签署及交付，构成对投资者的法定、有效及具有约束力的义务，并可根据本协议条款对投资者强制执行；
- (f) 其已经采取且将在本协议期限内采取一切必要的步骤，以履行其在本协议项下的义务，使本协议和本协议中预期的交易生效，并遵守所有相关法律；
- (g) 投资者已经获得任何相关法律项下适用于投资者，且投资者为了认购本协议项下投资者股份需要获得的所有同意、批准、授权、许可和登记（“**批准**”），而该等批准保持全面有效且并未失效、被撤销、撤回或搁置，且该等批准无需满足任何尚未满足或得到履行的前提条件。截至本协议之日，所有批准尚未被撤回，投资者也不知悉任何可能导致批准无效、撤回或作废的事实或情况。投资者进一步同意并承诺在批准因任何原因不再完全有效、失效、被撤销、撤回或搁置时及时书面通知本公司、整体协调人、联席全球协调人和独家保荐人；
- (h) 投资者签署和交付本协议、投资者履行本协议以及投资者股份的认购或收购（视情况而定）不会违反或导致投资者违反：**(i)**投资者的组织大纲和章程或其他组建或组织章程文件，或**(ii)**投资者就本协议预期交易需遵守的，或就投资者认购或收购（视情况而定）投资者股份可能适用于投资者的任何司法管辖区的法律，或**(iii)**对投资者具有约束力的任何协议或其他文书，或**(iv)**对投资者具有管辖权的任何政府机关的任何判决、命令或判令；
- (i) 其已经遵守并将遵守与认购投资者股份有关的所有司法管辖区的所有适用法律，包括在适用的监管部门或机关或证券交易所（“**监管机构**”）规定的时间内，直接或通过本公司、整体协调人及 / 或独家保荐人间接

地向联交所、证监会、中国证监会及其他政府、公共、货币或监管部门或机关或证券交易所提供或促成提供并同意披露该等适用法律要求或监管机构不时要求的信息（包括但不限于(i)投资者及其最终实益所有人及/或最终负责对收购发出与认购投资者股份有关的指示的人员的身份信息包括但不限于其各自的名称及注册地）；(ii)本协议项下拟进行的交易（包括但不限于认购投资者股份的详细信息、投资者股份的数量、总投资额及本协议下的锁定限制）；(iii)交易结构，包括涉及投资者股份的任何换股安排或其他金融或投资产品及其详细信息（包括但不限于认购人及其直接或间接最终受益所有人的身份信息以及此类换股安排或其他金融或投资产品的提供者）；及/或(iv)投资者或其受益所有人及其联系人与公司及其任何股东之间的任何关联关系）（“投资者相关信息”）。投资者进一步授权本公司、整体协调人、独家保荐人及其各自的联属人士、董事、高级管理人员、监事、雇员、顾问及代表向该等监管机构披露任何投资者相关信息，及/或上市规则或适用法律要求的任何公开文件或其他公告或文件中披露的信；

- (j) 投资者在财务及业务事宜方面知识渊博且经验丰富，因此，(i)其有能力评估对投资者股份进行潜在投资的利弊及风险；(ii)其有能力承担相关投资的经济风险，包括全部损失于投资者股份中的投资；(iii)其已获得其认为对是否投资投资者股份的决策属必要或适当的所有信息；并且(iv)其具备对处于类似发展阶段的公司证券作出投资交易的丰富经验；其日常业务为买卖股份或债权证，或其为专业投资者，一经签订本协议，其不是任何整体协调人、独家保荐人、资本市场中介人或包销商就其项下预期交易的客户；
- (k) 其自身作为主事人，为其自身投资目的认购投资者股份，无意分配其根据本协议认购的任何投资者股份，且投资者无权提名任何人士担任本公司的董事、高级管理人员或监事；
- (l) 如果认购投资者股份发生在美国境外，则按照证券法 S 规例中定义的“境外交易”实施且其目前及未来不是美国人士；
- (m) 投资者在交易中认购投资者股份豁免或无需遵守证券法的登记要求；
- (n) 投资者及其实益拥有人及/或联系人：(i)为独立于本公司的第三方；(ii)不属于本公司的关连人士（定义见上市规则）或其联系人，且投资者对投资者股份的认购不会使投资者及其实益拥有人成为本公司的关连人士（定义见上市规则），即便投资者与可能将签订（或已经签订）本协议中提及的任何其他协议的任何其他一方或多方已建立了任何关系，且在本协议结束后应立即独立于与本公司控制权有关的任何关连人士，且不得与该等关连人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议项下所有义务的财务能力；(iv)不由(a)本公司任何核心关连人士（定义见上市规则）或(b)本公司、本公司或其任何附属公司的任何董事、监事、最高行政人员、控股股东、主要股东或现有股东或上述任何人士的紧密联系人（定义见上市规则）予

以直接或间接提供资金、资助或支持，且不习惯于接受并且未曾接受任何此类人士对本公司证券进行购买、处置、投票或任何其他处置的指示；及(v)除非以书面形式向公司、独家保荐人和整体协调人披露，否则与公司或其任何股东没有关联关系；及(vi)不属于上市规则附录 F1（股票配售指引）第 1C 段所述任何类别人士；

- (o) 投资者将代其管理的资管产品认购投资者股份。投资者并无取得且无意取得贷款或任何形式的融资，以履行其于本协议项下的付款义务；
- (p) 投资者、其实益拥有人及 / 或联系人均不是任何整体协调人、独家保荐人、账簿管理人、牵头经办人、资本市场中介人、全球发售包销商、牵头经纪商或任何分销商的“关连客户”。“关连客户”、“牵头经纪商”及“分销商”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (q) 根据全权管理投资组合协议，投资者的账户并非由相关交易所参与者（定义见上市规则）管理。“**全权管理投资组合**”应具有上市规则附录 F1（股本证券的配售指引）赋予其的涵义；
- (r) 投资者、实益拥有人或其各自的联系人均不是本公司的董事（包括前 12 个月内作为董事）、监事（如适用）或现任股东，或任何前述人士的联系人或代名人；
- (s) 除先前已书面通知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)联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)按上市规则（包括但不限于上市规则第 12.08A 条）规定须在本公司配发结果公告中识别的任何承配人组别；
- (t) 投资者未与任何“分销商”（定义见证券法 S 规例）就 H 股的分销曾经或将要订立任何合同安排，但与其联属人士或者经本公司事先书面同意除外；
- (u) 认购投资者股份将遵守上市规则附录 F1（股本证券的配售指引）以及上市指南第 4.15 章的适用段落以及证监会不时更新或修订的指引，并避免采取任何可能导致本公司、独家保荐人及/或整体协调人违反该等规定的行为；
- (v) 投资者及其紧密联系人（定义见上市规例）于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（具有上市规则项下的涵义）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (w) 投资者、其实益拥有人及 / 或联系人认购本协议项下的投资者股份未使用本公司、本公司的子公司或本公司任何关连人士、任一整体协调人、独家保荐人或者全球发售的任一包销商的任何（直接或间接）融资；投资者及其各联系人（如有）独立于已经或将要参与全球发售的其他投资



者及其任何联系人，且与该等其他投资者及联系人无关联；

- (x) 投资者均未从本公司（或其任何附属公司及股东）通过附函或其他方式获得或预期获得任何直接或间接利益，除本协议所载于要约价格认购股份的保证配售外；
- (y) 投资者或其附属公司、董事、高级管理人员、雇员或代理人与本公司或其控股股东、本集团任何成员公司或其各自的附属公司、董事、高级管理人员、监事、雇员或代理人之间，已经或将会订立或作出任何协议或安排，包括任何与《上市规则》（包括指南第 4.15 章适用段落所载的规定）不一致的附函；
- (z) 除按照本协议的规定外，投资者未与任何政府机关或任何第三方达成任何与投资者股份<sup>3</sup>有关的安排、协议或承诺；
- (aa) 除先前以书面形式向公司、独家保荐人及整体协调人披露的情况外，投资者、其受益所有人及/或联系人并未签订也不会签订任何涉及投资者股份的换股安排或其他违反法律的金融或投资产品；及
- (bb) 投资者及其任何控股股东、联系人及实益所有人概无通过询价圈购申请或下单购买全球发售下的任何 H 股（根据本协议者除外）。

6.3 投资者向本公司、整体协调人及独家保荐人陈述并保证，附表二所载的与其自身及其担任成员的公司集团相关的说明以及应监管机构及/或本公司、独家保荐人、整体协调人及其各自附属人士要求及/或向其提供的所有投资者相关信息均属真实、完整、准确且不具有误导性。在不损害第 6.1(b)条规定的原则下，投资者不可撤销地同意，公开文件、营销和路演材料及 / 或本公司、整体协调人及 / 或独家保荐人或其代表可能发布的与全球发售有关的其他公告或展示文件中可提及并加入其名称以及本协议的全部或部分描述（包括附表二所载的描述），前提是在本公司、整体协调人及独家保荐人自行认为需要的范围内。投资者承诺，尽快提供有关其自身、其所有权（包括最终实益所有权）及 / 或有关本公司、整体协调人及 / 或独家保荐人为确保其遵守适用法律及 / 或公司或证券登记及 / 或相关监管机构（包括但不限于联交所、证监会及中国证监会）而合理要求事项的其他信息及 / 或支持文件。投资者在此同意，在审阅了将被纳入不时提供给投资者的公开文件初稿以及涉及全球发售的其他营销材料中的与其自身或其所属公司集团相关的说明，并进行投资者可能合理要求的修订（如有）之后，投资者应视为作出了保证，即，与其自身或其所属的公司集团相关的说明在所有方面均属真实、准确、完整且不具有误导性或欺骗性，并且投资者将及时以书面形式通知任何该等说明的变更，并向本公司、整体协调人及独家保荐人提供意见以及更新后的信息和/或支持文件。

6.4 投资者了解，第6.1 条及第 6.2 条中的陈述、保证、承诺、和确认是香港法律及美国证券法等法律法规所要求的。投资者确认，本公司、全球发售的整体协调人、独家保荐人、包销商及其各自的附属公司、代理人、附属人士、顾问及其

---

<sup>3</sup> 添加担保人的陈述与保证（如适用）

他人士将依赖本协议中所载的投资者保证、承诺、陈述和确认的真实性、完整性及准确性，并且投资者同意如果本协议中的任何保证、承诺、陈述或确认的任何方面不再真实、准确和完整或具有误导性或欺骗性，将立即书面通知本公司、整体协调人及独家保荐人。

- 6.5 投资者同意并承诺，对于向本公司、整体协调人、全球发售的独家保荐人及包销商（以其各自身份）（前述每一方代表其自身或以信托方式代表其各自的联属人士）、证券法中定义的控制其的任何人士、及其各自的高级管理人员、董事、监事、雇员、员工、联系人、合伙人、代理人 and 代表（统称为“**受偿方**”），就认购投资者股份、投资者股份或本协议以任何方式提起或确立的任何及一切损失、费用、支出、索赔、诉讼、责任、法律程序或损害赔偿，包括投资者或其高级管理人员、董事、监事（如适用）、雇员、员工、联属人士、代理人、代表、联系人或合伙人的或其造成的违反或指称违反本协议的行为或本协议项下的任何作为或不作为或声称的作为或不作为，以及任何受偿方就以前述事项为理由、因前述事项引起或有关的任何该等索赔、诉讼或法律程序，或因质疑或抗辩任何该等索赔、诉讼或法律程序而可能蒙受或发生的任何及一切费用、收费、损失或支出，将在税后基础上按要求向该等受偿方作出完全及有效的弥偿并使其免于承担弥偿责任。
- 6.6 投资者在第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）中作出的每一项承认、确认、陈述、保证及承诺应理解为单独的承认、确认、陈述、保证或承诺，并应视为在上市日期重复作出。
- 6.7 本公司陈述、保证并承诺：
- (a) 其依据中华人民共和国的法律依法成立并有效存续；
  - (b) 其具有全面的权力、权限及能力，并已采取达成和履行其在本协议下的义务所需的所有行动，且本协议一经签署，将构成其合法、有效且具有约束力的义务；
  - (c) 在遵守第4.2条作出付款并且遵守第5.1条规定的禁售期的前提下，投资者股份将并且在根据第4.3条交付给投资者时已缴清股款，可自由转让、且不含有所有期权、留置、押记、抵押、质押、权利主张、股权、产权负担及其他第三方权利，并应与届时在联交所发行并上市的H股享有同等地位；
  - (d) 本公司、本公司控股股东（定义见上市规则）、本集团任何成员公司及其各自的联属人士、董事、监事、高级管理人员、雇员及代理人均未与任何投资者或其联属人士、董事、监事（如适用）、高级管理人员、雇员、代理人或代表达成任何与上市规则（包括指南适用段落所载的规定）不符的协议或安排，包括任何附函；及
  - (e) 除本协议规定的以外，本公司、或本集团任何成员公司及其各自的任何联属人士、董事、监事、高级管理人员、雇员、代理人或代表未与任何政府机关或任何第三方就任何投资者股份达成任何安排、协议或承诺。

6.8 本公司承认、确认并同意，投资者将依赖国际发售通函所载的信息，且就国际发售通函而言，投资者与购买国际发售中的 H 股的其他投资者具有相同权利。

## 7. 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2 条、第 4.5 条或第 4.7 条终止；
- (b) 如果在国际发售的交割当日或之前投资者方面严重违反本协议（或根据第 5.2 条转让投资者股份的投资者全资附属公司的情形）（包括投资者严重违反本协议项下的任何陈述、保证、承诺及确认），则本公司、任一整体协调人及独家保荐人的每一方可在其各自的完全自主决定权下可自行终止本协议（即便有任何与本协议相反的规定）；或
- (c) 所有各方书面同意后终止本协议。

7.2 在不损害第 7.3 条规定的原则下，如果根据第 7.1 条终止本协议，各方无须继续履行其在本协议项下的各自义务（第 8.1 条项下的保密义务除外），各方在本协议项下的权利和责任（下文第 11 条项下的权利除外）应中止，并且任何一方无权向任何其他各方提出任何索赔，但不得损害任何一方在该等终止之时或之前就本协议条款对其他各方已产生的权利或责任。

7.3 即使本协议终止，第 6.5 条及投资者在本协议中作出的弥偿保证，以及第 8.1 条、第 10 条、第 12 条、第 13 条及第 14 条在任何情况下应继续有效。

## 8. 公布和保密

8.1 除非本协议和投资者签订的保密协议（如有）中另有规定，否则未经其他各方的事先书面同意，任何一方不得披露任何有关本协议或本协议预期交易或涉及本公司、整体协调人、独家保荐人、投资者的任何其他安排的信息。尽管有前述规定，任何一方可在以下情况下披露本协议：

- (a) 向联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或独家保荐人受制的其他监管机构披露，且将由本公司或其代表刊发的公开文件、营销和路演材料以及本公司、整体协调人及 / 或将由独家保荐人或其代表刊发的与全球发售有关的其他公告或展示文件中可对投资者的背景以及本公司和投资者之间的关系作出说明；
- (b) 向各方法律和财务顾问、审计师、及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人在其需要知晓的范围内披露，但前提是披露方应：(i) 促成该方的每一该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人知晓并遵守本协议中列明的所有保密义务，及(ii) 仍对该方的该等法律、财务及其他顾问、联属人士、联系人、董事、监事（如适用）、高级管理人员和相关雇员、代表和代理人违反该等保密义务的行为负责；及

(c) 任何一方根据任何适用法律或对该方具有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则的要求（包括根据《公司（清盘及杂项条文）条例》和上市规则将本协议作为重大合约提交给香港公司注册处办理登记并向公众展示），或具有管辖权的任何政府机关的任何有约束力的判决、命令或要求予以披露。

8.2 投资者不得提及或披露任何有关本协议或本协议任何附属事项的信息，除非投资者已就该等披露的原则、形式及内容提前征询了本公司、整体协调人及独家保荐人的意见，并获得彼等的事先书面同意。

8.3 本公司应尽其合理努力，在任何公开文件获刊发前提供公开文件中涉及本协议、本公司与投资者的关系以及投资者总体背景资料的任何声明，以供投资者审核。投资者应与本公司、整体协调人及独家保荐人合作，以确保此等公开文件中提及的内容真实、完整、准确、不具误导性或欺骗性且公开文件中没有遗漏重大信息，并应立即向本公司、整体协调人及独家保荐人及其各自的法律顾问提供任何意见和证明文件。

8.4 投资者立即承诺就编制第8.1条提及的任何需作出的披露提供一切合理所需的协助（包括提供有关该方、其背景资料、其与本公司的关系、其所有权（包括最终实益所有权）、及/或本公司、整体协调人或独家保荐人为了以下目的可能合理要求的事项的进一步信息及/或支持文件）：(i)在本协议之日后更新公开文件中对投资者的描述并核实该等描述，及(ii)使本公司、独家保荐人及/或整体协调人遵守适用的公司或证券登记要求及/或主管监管机构（包括联交所、证监会及中国证监会）的要求。

## 9. 通知

9.1 本协议下传达的所有通知应使用英文或中文书写，且应以第9.2条要求的形式发送至以下地址：

如向公司发送通知，则发送至：

地址： 中国广东省江门市蓬江区龙湾路8号

电子邮箱： [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)

收件人： 毕冉

如向投资人发送通知，则发送至：

地址： 山东省青岛市崂山区香港东路195号4号楼16至19层

电子邮箱： [duyx.ew@cebwm.com](mailto:duyx.ew@cebwm.com)

收件人： 杜永喜

如向国泰发送通知，则发送至：

地址： 香港皇后大道中181号新纪元广场低座27楼

电子邮箱： [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)

收件人: Future IBD Team

如向国泰证券发送通知, 则发送至:

地址: 香港皇后大道中 181 号新纪元广场低座 27 楼

电子邮箱: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)

收件人: Future ECM Team

如向花旗发送通知, 则发送至:

地址: 香港中环花园道 3 号冠君大厦 50 楼

电子邮箱: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)

收件人: Project Future Team

如向中信发送通知, 则发送至:

地址: 香港金钟道 88 号太古广场一座 18 楼

电子邮箱: [project\\_future@clsa.com](mailto:project_future@clsa.com)

收件人: Project Future Team

如向 JPM 发送通知, 则发送至:

地址: 香港中环干诺道中 8 号遮打大厦 28 楼

电子邮箱: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

收件人: Project Future team

- 9.2 本协议项下交付的任何通知应以专人交付、邮件或预付邮资的邮寄方式送达。通知如由专人交付, 则在送达之时视作收妥; 如以电子邮件发出, 则在发出之时视作收妥 (除非发件方最终得知有关电子邮件未能成功交付); 及如以预付邮资的邮件寄出 (若无证据表明此前已收妥), 则在寄出后满 48 小时 (或满 6 日, 如为航空邮件) 视作收妥。如通知于非营业日获收, 则视作在下一营业日收妥。

## 10. 一般规定

- 10.1 每一方确认并陈述, 本协议已获其正式授权, 并由其妥为签署并交付; 本协议构成各方合法、有效、具有约束力的义务, 并可依据本协议条款对其强制执行。除本公司为进行全球发售而可能要求但未取得的同意、批准和授权外, 该方在履行其在本协议下的义务时, 无需获得任何公司、股东或其他方的同意、批准或授权, 且各方进一步确认其能够履行本协议下规定的义务。
- 10.2 本协议中规定的各独家保荐人及整体协调人的义务是个别的 (而非共同的或共同及个别的)。任何独家保荐人或整体协调人都不对独家保荐人或任何其他整体协调人未能履行其在本协议项下各自的义务承担责任, 任何此类未履行行为均不得影响独家保荐人或任何其他整体协调人行使本协议条款的权利。尽管有前述规定, 独家保荐人和各整体协调人均有权在适用法律允许的范围内单独或与独家保荐人或其他整体协调人共同行使其在本协议项下的任何或全部权利。

- 10.3 就本协议而言，本公司及整体协调人善意作出的有关投资者股份数目及发售价的计算和认定以及投资者根据第 4.2 条需要支付的金额应具有决定性及约束力，但有明显错误者除外。
- 10.4 投资者、本公司、整体协调人及独家保荐人应就为本协议之目的或针对本协议所要求或可能要求的致第三方的任何通知或第三方的同意及 / 或批准相互配合。
- 10.5 对本协议的任何修改或变更应以书面形式作出并由全体各方或其代表签署后生效。
- 10.6 本协议仅以中文签署。
- 10.7 除非相关各方另行书面商定，否则各方应自行承担因本协议而产生的法律和专业人员收费、费用及开支，但因本协议项下拟进行的任何交易产生的印花税应由相关转让方 / 卖方和相关受让方 / 买方平均承担。
- 10.8 时间对本协议至关重要，但本协议中提及的任何时间、日期或期限可由各方书面协商一致后延期。
- 10.9 本协议的所有规定在能够得到履行或遵行的范围内应继续全面有效，而无论是否根据第 4 条完成了交割，但涉及当时已履行的事项且各方均书面同意终止的规定除外。
- 10.10 除投资者签订的保密协议以外，本协议构成各方就投资者投资于本公司的完整协议和谅解。本协议取代就本协议标的事项而先前达成的所有书面或口头承诺、担保、保证、陈述、通讯、谅解及协议。
- 10.11 除上述第 10.10 条另行列明的以外，非本协议一方的人士不享有根据《合约（第三者权利）条例》执行本协议任何条款的权利，但这不影响除《合约（第三者权利）条例》以外存在的或可享有的任何第三者权利或救济：
- (a) 受偿方可强制执行并依赖第 6.5 条（但应在如同其为本协议一方的相同范围内）。
- (b) 在未获得第 10.9(a)分条中所提及人士同意的情况下可终止或取消本协议，并可修订、修改或放弃任何条款。
- 10.12 整体协调人及独家保荐人均有权并特此获授权，将其所有或任何的相关权利、职责、权力和酌情决定权以其认为合适的方式和条款授予其任何一名或多名联属人士（可通过或不通过正式手续，且无需就任何此等授予事先通知本公司或投资者）。在进行任何该等授予后，该等整体协调人或独家保荐人仍应，个别地而非共同地，亦不是个别及共同地对根据本分条被授予相关权利、职责、权力及 / 或酌情决定权的任何联属人士的一切作为和不作为负责。
- 10.13 一方延迟或未（全部或部分）行使或强制执行本协议或法律规定的任何权利不得视为免除或放弃或以任何方式限制该方进一步行使或强制执行该等权利或任何其他权利的能力。对任何该等权利或救济的单次或部分行使不得排除对该等

权利的任何其他行使或进一步行使，或对任何其他权利或救济的行使。本协议中规定的权利、权力和救济可以累积，且不排除任何权利、权力和救济（无论是法律规定的权利或其他权利）。放弃追究违反本协议任何规定的任何行为均无效也不得以默示的形式放弃，除非以书面形式放弃并由放弃的一方书面签署。

10.14 如果任何时候本协议的任何规定根据任何司法管辖区的法律在任何方面属于或变得非法、无效或不可强制执行，不得影响或损害：

- (a) 本协议任何其他规定在该司法管辖区的合法性、有效性或强制执行性；或
- (b) 本协议任何其他规定在任何其他司法管辖区法律项下的合法性、有效性或强制执行性。

10.15 本协议应对各方及其各自的继承人、执行人、管理人、继任者和许可受让人具有约束力，且专门有利于各方及其各自的继承人、执行人、管理人、承继人和许可受让人的利益，任何其他人士均不应基于或由于本协议而取得或享有任何权利。除了内部重组或重整目的外，任何一方不得出让或转让本协议的利益或本协议项下的益处、利益或权利的全部或任何部分。本协议项下的义务不得转让。

10.16 如果投资者在上市日期当日或之前违反其保证，在不影响就其他各方因此所蒙受全部损失和损害而向投资者索赔的所有权利的前提下，即便有与本协议相反的任何规定，本公司、整体协调人及独家保荐人有权解除本协议，且各方在本协议下的所有义务应立即中止。

10.17 每一方向其他各方承诺，其应签署、履行并促使签署、履行为使本协议规定生效所需的进一步文件和行为。

## **11. 承认美国特别处理机制**

11.1 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）受限于美国特别处理机制下的程序时，对于该独家保荐人、保荐人兼整体协调人或整体协调人对本协议及本协议中或本协议下的任何权益或义务的转让，则将会在该等转让于美国特别处理机制下有效的范围内有效（如同本协议及任何该等权益和义务受美国或美国某州法律的管辖）。

11.2 在任何独家保荐人、保荐人兼整体协调人或整体协调人（属被涵盖实体）或该独家保荐人、保荐人兼整体协调人或整体协调人的 BHC 法案附属人士受限于美国特别处理机制下的程序时，对于本协议下可就该独家保荐人、保荐人兼整体协调人或整体协调人行使的违约权利，可在不超过该等违约权利在美国特别处理机制下的可行使范围内予以行使（如同本协议受美国或美国某州法律的管辖）。

11.3 就前述关于承认美国特别处理机制的第 11.1 条和第 11.2 条而言：

11.3.1 “**BHC 法案联属人士**”具有《美国法典》第 12 篇第 1841(k)节赋予“联属人士”一词的涵义，并依该条解释；

11.3.2 “**被涵盖实体**”指以下任何一项：（i）《联邦规则汇编》第 12 篇第 252.82(b)节中定义、并依该条解释的“被涵盖实体”；（ii）《联邦规则汇编》第 12 篇第 47.3(b)节中定义、并依该条解释的“被涵盖银行”；或（iii）《联邦规则汇编》第 12 篇第 382.2(b)节中定义、并依该条解释的“被涵盖的 FSI”；

11.3.3 “**违约权利**”具有《联邦规则汇编》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（依适用而定）赋予该词的涵义，并依其解释；

11.3.4 “**美国特别处理机制**”指以下任何一项：（i）《联邦存款保险法》及据其颁布的法规及（ii）《多德—弗兰克华尔街改革和消费者保护法》第 II 篇及据其颁布的法规。

## **12. 管辖法律及司法权区**

12.1 本协议及各方之间的关系应受香港法律管辖，并据以解释。

12.2 因本协议或其违约、终止或无效引起或与之有关的任何纠纷、争端或权利主张应根据提交仲裁申请时之日生效的香港国际仲裁中心机构仲裁规则以仲裁方式解决。仲裁地点应为香港而仲裁程序的管辖法律为香港法律。仲裁庭应由三名仲裁员组成，仲裁程序应使用中文。仲裁庭的决定和裁决是终局的，对各方均具有约束力并可在任何具有管辖权的法院强制执行。各方不可撤销且无条件地放弃向任何司法机关进行任何形式的上诉、复核或申索的任何及一切权利，只要该等豁免可有效作出即可。尽管有上述规定，在任命仲裁庭之前，各方有权向具有管辖权的法院寻求临时禁令救济或其他临时救济。在不损害国家法院管辖范围内可能提供的临时救济的情况下，仲裁庭应有充分的权限授予临时救济或命令各方请求法院修改或撤销由该等法院发出的任何临时或初步救济，并针对任何一方未能尊重仲裁庭的命令而裁决支付赔偿金。

## **13. 豁免权**

13.1 如果在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者为其自身或其资产、财产或收入拥有或主张获得以下任何豁免（以主权豁免或君主地位豁免或其他理由）：任何法律行动、诉讼、程序或其他法律流程（包括仲裁程序），抵消或反索赔，任何法院的司法管辖，法律文书的送达，任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）执行时或辅助执行的扣押，为了给予任何救济或强制执行任何判决、决定、认定、命令或裁决（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或在任何该等程序中有属于其自身或其资产、财产或收入的情形（无论是否提出权利主张），投资者在此不可撤销且无条件地放弃并同意在任何该等程序中不申请或主张任何该等豁免。

## **14. 法律程序文件代理人**



- 14.1 投资者不可撤销地委任位于香港湾仔告士打道 108 号光大中心 35 楼的光银国际资本有限公司（联系人联系人：吴钰豪；联系电话：（852）2916 9663；电子邮箱：yuhao.wu@cebi.com.hk），代表其接收香港法律程序中送达的法律程序文件。将任何法律程序文件送达至法律程序文件代理人，即视为该等文件已妥为送达（无论是否已转交给投资者或由投资者转交）。
- 14.2 如果该法律程序文件代理人因任何原因而无法再继续任职，或其香港地址不再存在，则投资者不可撤销地同意，其将另行委任一名为本公司、整体协调人及独家保荐人认可的替代法律程序文件代理人，并在此等委任的 30 天内，向本公司、整体协调人及独家保荐人送达一份新法律程序文件代理人的接受委任书

## **15. 副本**

- 15.1 本协议可签署任何数量的副本，每一方各有一份单独副本。每份副本均为原件，但所有副本应共同构成一份完整的协议。以电子邮件附件（PDF）或传真形式交付签字后的本协议签字页副本应视为有效的交付形式。

本协议定于文首列明的日期由缔约双方正式授权签署，以昭信守。

为及代表：

广东领益智造股份有限公司

签署：



姓名： 曾芳勤

职务： 执行董事

为及代表:

光大理财有限责任公司(代表所管理资管  
产品)

签署:



姓名: 王景春

职务: 法定代表人

为且代表

国泰君安融资有限公司

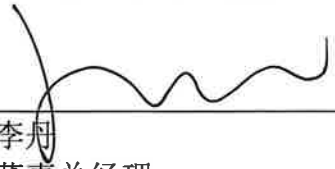


姓名：史力雯

职务：董事总经理

为且代表

国泰君安证券（香港）有限公司



---

姓名：李丹

职务：董事总经理

为且代表

花旗环球金融亚洲有限公司

姓名: Lei Li

职务: 董事总经理

A handwritten signature in black ink, consisting of a large, stylized 'L' followed by a 'W' and a horizontal stroke at the end.

为且代表

中信里昂證券有限公司



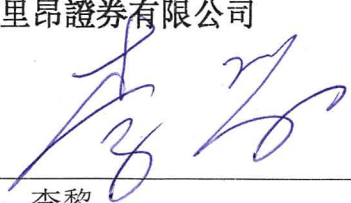
---

姓名: Cheng Siu Kong Conrad

职务: 董事

为且代表

中信里昂證券有限公司



---

姓名：李黎

职务：董事总经理



为且代表

**J.P. Morgan Securities (Asia Pacific) Limited**



---

姓名：杨若

职务：董事总经理

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目须等于：(1) 10,000,000 美元的等值港元（按照招股章程所披露的港元兑美元汇率计算）（不含投资者就投资者股份所需支付的经纪佣金及征费）除以 (2) 发售价，四舍五入至最接近 660 股 H 股的整数每手买卖单位。

根据上市规则第 18 项应用指引第 4.2 段、上市指南第 4.14 章及联交所授出的豁免（如有），倘若香港公开发售出现超额认购，将由投资者根据本协议认购的投资者股份数目可能受国际发售与香港公开发售之间的发售 H 股重新分配所影响。倘若香港公开发售的 H 股总需求量属于本公司的最终招股章程“全球发售的架构 - 香港公开发售 - 重新分配”一节所载的情况，投资者股份数目可能按比例减少，以满足香港公开发售项下公众人士的需求。此外，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数量，以符合上市规则的要求，包括但不限于(i) 上市规则第 8.08(3) 条项下的规定，即上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比不得超过 50%；或(ii)上市规则第 8.08(1)条（经修订并由第 19A.13A 条取代）项下的最低公众持股量规定或联交所批准的其他规定；或(iii)上市规则第 8.08A 条（经修订并由第 19A.13C 条取代）项下的自由流通量要求；或(iv)上市规则第 18 项应用指引第 3.2 段项下的规定，即首次公开发售中，至少 40% 的初始发售股份须分配予配售部分的投资者（不包括基石投资者）；或(v)上市规则附录 F1（股本证券配售指引）项下的规定，或经联交所豁免的其他规定。

## 附表二

### 投资者详情

#### 投资者<sup>4</sup>

|                         |                                                                                                                     |
|-------------------------|---------------------------------------------------------------------------------------------------------------------|
| 注册成立地：                  | 山东省青岛市崂山区香港东路195号4号楼16至19层                                                                                          |
| 注册证书编号：                 | 91370212MA3QMETY7Y                                                                                                  |
| 商业登记号码：                 | 91370212MA3QMETY7Y                                                                                                  |
| 法人机构识别编码：               | 91370212MA3QMETY7Y                                                                                                  |
| 营业地址及电话及联系人：            | 山东省青岛市崂山区香港东路195号4号楼16至19层，0532-55799149，杜永喜                                                                        |
| 主要业务：                   | 面向不特定社会公众公开发行理财产品，对受托的投资者财产进行投资和管理，面向合格投资者非公开发行理财产品，对受托的投资者财产进行投资和管理，理财顾问和咨询服务                                      |
| 最终控股股东：                 | 中国光大银行股份有限公司                                                                                                        |
| 最终控股股东的注册地：             | 北京市西城区太平桥大街25号、甲25号中国光大中心                                                                                           |
| 最终控股股东的商业登记号码及法人机构识别编码： | 91110000100011743X                                                                                                  |
| 最终控股股东的主要业务：            | 吸收公众存款；发放短期、中期和长期贷款；办理国内外结算；办理票据贴现；发行金融债券；代理发行、代理兑付、承销政府债券；买卖政府债券；从事同业拆借；买卖、代理买卖外汇；提供信用证服务及担保；代理收付款项及代理保险业务；提供保管箱服务 |

---

<sup>4</sup> 添加担保人（如适用）

|                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 股东及持有之权益:                                                     | 中国光大银行股份有限公司, 100%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 相关投资者类别(联交所的 FINI 承配人名单模板所载或按 FINI 界面或上市规则要求须就承配人披露的任何承配人类别): | 基石投资者<br>自主管理的投资组合                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 将纳入招股章程中的有关投资者的描述:                                            | <p>Everbright Wealth Management Co., Ltd. (光大理财有限公司)(“<b>Everbright Wealth Management</b>”), a wholly-owned subsidiary of China Everbright Bank Company Limited (中國光大銀行股份有限公司), a company listed on the Shanghai Stock Exchange (stock code: 601818) and the Stock Exchange (stock code: 6818). Everbright Wealth Management was established in September 2019 with a registered capital of RMB5 billion. The principal business of Everbright Wealth Management includes publicly offering wealth management products to the general public, investing and managing the entrusted assets of investors, privately offering wealth management products to qualified investors, investing and managing the entrusted assets of investors, providing wealth management advisory and consulting services, and other businesses as approved by the China Banking and Insurance Regulatory Commission (the validity period of the financial license shall be subject to the license) (projects that are subject to approval in accordance with the law may only be carried out after obtaining approval from the relevant authorities).</p> <p>Everbright Wealth Management’s investment into the Company would be made and completed through QDII program in the PRC, of which it has engaged GF Securities Asset Management (Guangdong) Co., Ltd. (廣發證券資產管理(廣東)有限公司) (“<b>GF Asset Management</b>”). GF Asset Management is an asset management company established in the PRC in 2014. It is a wholly-owned subsidiary of GF Securities Co., Ltd., a company which is engaged in the securities business, and listed on the Stock Exchange (stock code: 1776) and the Shenzhen Stock Exchange (stock code: 000776).</p> |

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**GRANITE ASIA IX VCC (for the account of and on behalf of GX ACCESS)**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 7            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 27           |
| 9. NOTICES.....                                                           | 29           |
| 10. GENERAL.....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 33           |
| 13. IMMUNITY.....                                                         | 33           |
| 14. VCC LIABILITY SEGREGATION.....                                        | 33           |
| 15. COUNTERPARTS .....                                                    | 34           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **GRANITE ASIA IX VCC (company no.: T24VC0044f)**, a variable capital company incorporated in Singapore, acting solely for the account of and on behalf of its sub-fund, **GX ACCESS (sub-fund no.: T24VC0044F-SF005)** (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Capital**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**GTJA Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).(GTJA Capital, the “**Sole Sponsor**”; GTJA Securities, the “**Sponsor-OC**”; GTJA Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) GTJA Capital is acting as the Sole Sponsor, and GTJA Securities is acting as the Sponsor-OC of the Global Offering.
- (C) GTJA Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.

- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall, unless the context requires otherwise, have the following meanings:

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Fees Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;



**“CMI(s)”** means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the SFC;

**“Companies Ordinance”** means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

**“Companies (Winding Up and Miscellaneous Provisions) Ordinance”** means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

**“connected person/core connected person”** shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

**“connected relationship”** shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

**“Contracts (Rights of Third Parties) Ordinance”** means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

**“controlling shareholder”** shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;

**“CSRC”** means the China Securities Regulatory Commission;

**“CSRC Filing Rules”** means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

**“dispose of”** includes, in respect of any Relevant Shares, directly or indirectly;

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or 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), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly;

**“FINI”** shall have the meaning ascribed to such term to in the Listing Rules;

**“Global Offering”** has the meaning given to it in Recital (A);

**“Governmental Authority”** means any governmental, inter-governmental, regulatory or administrative commission, board, body, department, authority or agency, or any stock exchange (including without limitation, the Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

**“Group”** means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

**“Guide”** means the Guide for New Listing Applicants published by the Stock Exchange as amended or supplemented from time to time;

**“H Share(s)”** means the ordinary share(s) in the share capital of our Company, with a nominal value of RMB1.00 per H Share, which is/are to be subscribed for and traded in HK dollars and to be listed on the Stock Exchange;

**“HK\$”** or **“Hong Kong dollar”** means the lawful currency of Hong Kong;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the PRC;

**“Hong Kong Public Offering”** has the meaning given to it in Recital (A);

**“Indemnified Parties”** has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

**“Listing Date”** means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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 and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

**“Regulation S”** means Regulation S under the Securities Act;

**“Regulators”** has the meaning given to it in clause 6.2(i);

**“Relevant Shares”** means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

**“RMB”** or **“Renminbi”** means Renminbi, the lawful currency of the PRC;

**“Securities Act”** means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

**“SFC”** means The Securities and Futures Commission of Hong Kong;

**“SFO”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

**“Shares”** means ordinary share(s) in the capital of the Company with a nominal value of RMB1.00 each, including both the A Shares and the H Shares;

**“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“subsidiary”** has the meaning given to it in the Companies Ordinance;

**“U.S.”** and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

**“US\$”** or **“US dollar”** means the lawful currency of the United States;

**“U.S. Person”** has the meaning given to it in Regulation S under the Securities Act; and

**“underwriters”** means the Hong Kong underwriters of the Hong Kong Public Offering and the international underwriters of the International Offering.

**“ultimate beneficial owner”** or **“beneficial owner”** means any person who, directly or indirectly, ultimately (i) owns or controls 30% or more of the equity interests or voting rights of the Investor, or (ii) otherwise controls the management or policies of the Investor.

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 organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

## 2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly

waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement (as of the date of this Agreement) and will be (as of the Listing Date) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective affiliates, directors, officers, supervisors (where applicable), employees, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.



- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules, provided they shall provide the Investor with reasonable prior written notice of any proposed adjustment and consult with the Investor in good faith prior to effecting such adjustment. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligations and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, provided that sub-clause (b) and (c) shall not apply to any disposal effected through ordinary on-exchange transactions or broker-assisted secondary market 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
  - (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
  - (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct

and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor’s holding of the Company’s share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 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 or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and

gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all material respects and is not misleading as at the time it is provided;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for

themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;

- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;
- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its

Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;



- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;

- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and

- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures

or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (q) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or

made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;

- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the

underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and



- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.
- 7. TERMINATION**
- 7.1 This Agreement may be terminated:
  - (a) in accordance with clauses 3.2, 4.5 or 4.7;
  - (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by such other party under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
  - (c) with the written consent of all the Parties.
- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.
- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12 and clause 13 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
  - (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: Guoco Midtown, 128 Beach Road #21-02, Singapore 189773  
Email: [graniteasia-notices@graniteasia.com.cn](mailto:graniteasia-notices@graniteasia.com.cn)  
Attention: Terence JEN

With a copy to:

Address: Guoco Midtown, 128 Beach Road #21-02, Singapore 189773  
Email: [hjie@graniteasia.com](mailto:hjie@graniteasia.com)  
Attention: Hyomi Jie

If to GTJA Capital, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to GTJA Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong  
Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)  
Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong

Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)

Attention: Project Future team

- 9.2 Any notice delivered hereunder shall be delivered by hand or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the

Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Laws. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

## **13. IMMUNITY**

- 13.1 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.

## **14. VCC LIABILITY SEGREGATION**

- 14.1 The **GRANITE ASIA IX VCC** (Company Registration No.: T24VC0044F, the “VCC”) shall establish a separate account for GX ACCESS (Sub-Fund No.: T24VC0044F-SF005, the “**Sub-Fund**”) in relation to the participating shares of the Sub-Fund. Under Section 32(1) of the Variable Capital Companies Act 2018 of Singapore (the “VCC Act”), a sub-fund of an umbrella variable capital company (“UVCC”) is not a legal person separate from the UVCC, but the UVCC may sue or be sued in respect of a sub-fund and may exercise rights of set-off (if any) as between its sub-funds as if each sub-fund were a legal person. In view of the foregoing, all

references in this Agreement to the Sub-Fund should be read as the VCC acting for the account of and on behalf of the Sub-Fund.

- 14.2 Pursuant to Section 29 of the VCC Act, (a) the assets of the Sub-Fund must not be used to discharge any liability of the VCC or any other sub-fund of the VCC, including in the winding up of the VCC or the other sub-fund(s); and (b) any liability of the Sub-Fund of the VCC must be discharged solely out of the assets of the Sub-Fund, including in the winding up of the Sub-Fund, notwithstanding any written law or rule of law to the contrary. Any provisions in this Agreement shall be void to the extent that it is inconsistent with Section 29 of the VCC Act and any application of or agreement to apply assets in contravention of section 29 of the VCC Act shall likewise be void.
- 14.3 In view of Clause 15.2 above, the Parties hereby acknowledge and agree that:
- 14.3.1 the assets and liabilities of the Sub-Fund are segregated from the assets of any other sub-fund(s) of the VCC in accordance with Section 29 of the VCC Act;
  - 14.3.2 the right of any Parties to claim damages, or seek other remedies or recourse arising from or in connection with this Agreement shall be strictly limited to the assets of the Sub-Fund and shall not extend to the assets of any other sub-fund(s) of the VCC; and
  - 14.3.3 the Parties shall not seek any claims for damages, remedies or other recourse arising from this Agreement from the assets of any sub-fund(s) of the VCC other than the Sub-Fund.

## **15. COUNTERPARTS**

- 15.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

**IN WITNESS** whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.



**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**Granite Asia IX VCC**  
**for the account of and on behalf of**  
**GX ACCESS**

**SIGNED BY** Hyomi Jie



For and on behalf of  
**Granite Asia IX VCC**  
for the account of and on behalf of  
**GX ACCESS**

**GRANITE ASIA IX VCC (Company Registration No.: T24VC0044F)**, a variable capital company incorporated in Singapore under the Variable Capital Companies Act 2018 of Singapore (the "VCC Act"), acting solely for the account of and on behalf of its sub-fund, **GX ACCESS (Sub-Fund No.: T24VC0044F-SF005)**, the assets and liabilities of GX ACCESS are segregated in accordance with Section 29 of the VCC Act. The discharge of any liability of GX ACCESS is limited to, and enforceable only against, the assets of GX ACCESS, and not those of any other sub-fund of GRANITE ASIA IX VCC.

**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



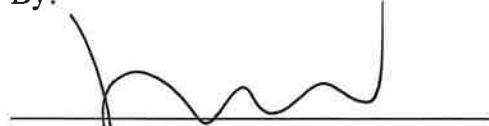
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

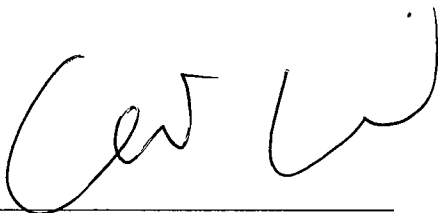
A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



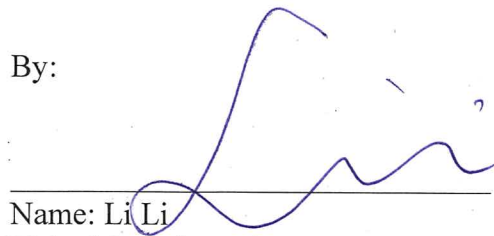
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to read 'Ruo YANG', is written above a horizontal line.

Name: Ruo YANG

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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                           |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Place of incorporation:                                                             | Singapore                                                                 |
| Certificate of incorporation number:                                                | T24VC0044F                                                                |
| Business registration number:                                                       | T24VC0044F                                                                |
| LEI number:                                                                         | 9845007265CT75C50C52                                                      |
| Business address and telephone number and contact person:                           | 128 BEACH ROAD, #21-02, GUOCO MIDTOWN OFFICE, SINGAPORE 189773, Hyomi Jie |
| Principal activities:                                                               | Investment                                                                |
| Ultimate controlling shareholder(s):                                                | GraniteX Access Fund I VCC                                                |
| Place of incorporation of ultimate controlling shareholder(s):                      | Singapore                                                                 |
| Business registration number and LEI number of ultimate controlling shareholder(s): | T25VC0126F                                                                |
| Principal activities of ultimate controlling shareholder(s):                        | Investment                                                                |
| Shareholder and interests held:                                                     | 100%                                                                      |

|                                                                                                                                                                                               |                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <p>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:</p> | <p>Cornerstone investor</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|

Description of the Investor for insertion in the Prospectus:

GRANITE ASIA IX VCC (for the account of and on behalf of GX ACCESS, “**GRANITE ASIA**”), a variable capital company incorporated in Singapore, acting solely for the account of and on behalf of its sub-fund, GX Access. GRANITE ASIA IX VCC (for the account of and on behalf of GX ACCESS) is wholly owned by GraniteX Access Fund I VCC, and is managed/advised by Granite Asia Capital PTE. LTD. No other single ultimate beneficial owner holds 30% or more in the GX ACCESS.

Granite Asia Capital PTE. LTD holds the sole management share of GraniteX Access Fund I VCC and is ultimately owned by Mr. Ji-Xun Foo and Ms. Lee Hong Wei Jenny.

**CORNERSTONE INVESTMENT AGREEMENT**

**June 15, 2026**

**LINGYI ITECH (GUANGDONG) COMPANY**

**(廣東領益智造股份有限公司)**

**AND**

**VERITION MULTI-STRATEGY MASTER FUND LTD.**

**AND**

**GUOTAI JUNAN CAPITAL LIMITED**

**AND**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

**AND**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

**AND**

**CLSA LIMITED**

**AND**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

## TABLE OF CONTENTS

| Clause                                                                    | Page         |
|---------------------------------------------------------------------------|--------------|
| 1. DEFINITIONS AND INTERPRETATIONS .....                                  | 2            |
| 2. INVESTMENT .....                                                       | 7            |
| 3. CLOSING CONDITIONS.....                                                | 9            |
| 4. CLOSING .....                                                          | 10           |
| 5. RESTRICTIONS ON THE INVESTOR.....                                      | 12           |
| 6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS<br>AND WARRANTIES..... | 14           |
| 7. TERMINATION.....                                                       | 27           |
| 8. ANNOUNCEMENTS AND CONFIDENTIALITY .....                                | 27           |
| 9. NOTICES.....                                                           | 29           |
| 10. GENERAL.....                                                          | 30           |
| 11. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES .....              | 32           |
| 12. GOVERNING LAW AND JURISDICTION .....                                  | 33           |
| 13. IMMUNITY.....                                                         | 33           |
| 14. PROCESS AGENT.....                                                    | 33           |
| 15. COUNTERPARTS .....                                                    | 34           |
| Schedule 1 INVESTOR SHARES.....                                           | Schedule 1-1 |
| Schedule 2 PARTICULARS OF INVESTOR.....                                   | Schedule 2-1 |

**THIS AGREEMENT** (this “**Agreement**”) is made on June 15, 2026

**BETWEEN:**

- (1) **LINGYI iTECH (GUANGDONG) COMPANY** (廣東領益智造股份有限公司), a limited liability company incorporated in the PRC in 1994 and converted into a joint stock company with limited liability on September 4, 2008, having its registered office at No. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC (the “**Company**”);
- (2) **VERITION MULTI-STRATEGY MASTER FUND LTD.**, a company incorporated in the Cayman Islands whose registered office is at Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104 (the “**Investor**”);
- (3) **GUOTAI JUNAN CAPITAL LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai**”);
- (4) **GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED** of 27/F, Low Block, Grand Millennium Plaza, 181 Queen’s Road Central, Hong Kong (“**Guotai Securities**”);
- (5) **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (6) **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (7) **J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED** of 28/F, Chater House, 8 Connaught Road, Central, Hong Kong (“**JPM**”).

(Guotai, the “**Sole Sponsor**”; Guotai Securities, the “**Sponsor-OC**”; Guotai Securities, Citi, CLSA and JPM, the “**Overall Coordinators**” and each an “**Overall Coordinator**”)

**WHEREAS:**

- (A) The Company has made an application for listing of its H Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
  - (i) a public offering by the Company for subscription of 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) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S (as defined below) under the Securities Act (as defined below) or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Guotai is acting as the Sole Sponsor, and Guotai Securities is acting as the Sponsor-OC of the Global Offering.

- (C) Guotai Securities, Citi, CLSA and JPM are acting as the Overall Coordinators and capital market intermediaries of the Global Offering.
- (D) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (E) It is intended that subject to mutual agreement on terms and conditions having been reached, the Overall Coordinators and other underwriters (to be named in the International Underwriting Agreement) will enter into an underwriting agreement for the International Offering with the Company to, among others, conditionally underwrite the Investor Shares to be subscribed by the Investor hereunder.

**IT IS AGREED** as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall, unless the context requires otherwise, have the following meanings:

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means the Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**A Shares**” means the ordinary shares issued by the Company, with a nominal value of RMB1.00 each, which are traded in Renminbi and listed on the Shenzhen Stock Exchange;

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of Fees Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“**CMI(s)**” means the capital market intermediary(ies) appointed by the Company for the purpose of the Global Offering and shall have the meaning ascribed to such term in the Code of Conduct for Persons Licensed by or Registered with the SFC;

“**Companies Ordinance**” means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“**Companies (Winding Up and Miscellaneous Provisions) Ordinance**” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

“**connected person/core connected person**” shall have the meaning ascribed to such term in the Listing Rules and “**connected persons/core connected persons**” shall be construed accordingly;

“**connected relationship**” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“**Contracts (Rights of Third Parties) Ordinance**” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

“**controlling shareholder**” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and “**controlling shareholders**” shall be construed accordingly;

“**CSRC**” means the China Securities Regulatory Commission;

“**CSRC Filing Rules**” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“**dispose of**” includes, in respect of any Relevant Shares, directly or indirectly;

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive,



such Relevant Shares, or 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), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term to in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, inter-governmental, regulatory or administrative commission, board, body, department, authority or agency, or any stock exchange (including without limitation, the Stock Exchange, the SFC and the CSRC), self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“**Group**” means the Company, its subsidiaries from time to time or, where the context so requires, in respect of the period prior to our Company becoming the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at the relevant time;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange as amended or supplemented from time to time;

“**H Share(s)**” means the ordinary share(s) in the share capital of our Company, with a nominal value of RMB1.00 per H Share, which is/are to be subscribed for and traded in HK dollars and to be listed on the Stock Exchange;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**Indemnified Parties**” has the meaning given to it in clause 6.5, 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 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 AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

**“Listing Date”** means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, the Guide 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;

**“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 and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“**Regulation S**” means Regulation S under the Securities Act;

“**Regulators**” has the meaning given to it in clause 6.2(i);

“**Relevant Shares**” means the Investor Shares subscribed for by the Investor or a wholly-owned subsidiary of the Investor under clause 2.2 pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“**RMB**” or “**Renminbi**” means Renminbi, the lawful currency of the PRC;

“**Securities Act**” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“**SFC**” means The Securities and Futures Commission of Hong Kong;

“**SFO**” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) as amended, supplemented or otherwise modified from time to time;

“**Shares**” means ordinary share(s) in the capital of the Company with a nominal value of RMB1.00 each, including both the A Shares and the H Shares;

“**Stock Exchange**” means The Stock Exchange of Hong Kong Limited;

“**subsidiary**” has the meaning given to it in the Companies Ordinance;

“**U.S.**” and “**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**US\$**” or “**US dollar**” means the lawful currency of the United States;

“**U.S. Person**” has the meaning given to it in Regulation S under the Securities Act; 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 organisation;
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

## 2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or jointly waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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 Overall Coordinators and the Sole Sponsor not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is not a U.S. Person nor subscribing for the Investor Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) subscribing for the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor 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 (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, 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 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) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) 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) 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
  - (e) the representations, warranties, undertakings, acknowledgements and confirmations of the Investor under this Agreement are and will be accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Sole Sponsor) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 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 Overall Coordinators and/or the Sole Sponsor 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 representations, warranties, undertakings, acknowledgements and confirmations given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Sole Sponsor to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Sole Sponsor or their respective affiliates, directors, officers, supervisors (where applicable), employees, partners, agents, advisors and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents.

#### **4. CLOSING**

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering and be delivered 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 no later than one (1) business day prior to the Listing Date in Hong Kong dollars, by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business 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 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.

- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Sole Sponsor and the Investor may agree in writing, provided that, payment of the Investor Shares shall not be later than one (1) business day prior to the Listing Date regardless of the time and manner of the delivery of the Investor Shares.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Sole Sponsor reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Sole Sponsor 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 in all their respective capacities against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5 or to comply with any provision of this Agreement.
- 4.6 In the event that the relevant requirements under the Listing Rules, including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors), cannot be satisfied, 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 by the Investor in their sole and absolute discretion to satisfy the relevant requirements under the Listing Rules. For the avoidance of doubt, if the number of Investor Shares is adjusted pursuant to this clause 4.6, the Parties shall cooperate in good faith to effect such adjustment, including without limitation executing a supplemental agreement or any other written confirmation as may be necessary or reasonably requested by any Party to reflect such adjustment, and the Investor shall not unreasonably withhold, condition or delay its execution of any such document.
- 4.7 None of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, officers, directors, supervisors (where applicable), employees, staff, associates, partners, agents, advisors and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of its obligations under this Agreement and each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates 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 (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, 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 and in such event all obligation and liabilities on the part of the Company, the Sole Sponsor and the Overall Coordinators under this Agreement shall cease and terminate. However, termination under this clause 4.7 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

## **5. RESTRICTIONS ON THE INVESTOR**

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Sole Sponsor that without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any security that is convertible, exchangeable, exercisable or represents a right to receive any of the above securities, or agrees, enters into an agreement or publicly announces an intention to enter into such a transaction; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction ; or (iv) agree or contract to, or publicly announce an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor will notify the Company, the Overall Coordinators and the Sole Sponsor in writing promptly prior to the proposed disposal and will ensure that (a) such disposal will comply with all applicable Laws; (b) the Investor will use its best endeavors to ensure that the disposal will not create a disorderly and false market in the H Shares; (c) the Investor will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or is likely to compete with the business of the Company or with any other entity that is a holding company, subsidiary or associate of such person without the prior written consent of each of the Company, the Overall Coordinators and the Sole Sponsor.
- 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 Sole Sponsor and the Overall Coordinators, which contains the identity of such wholly owned subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Overall Coordinators, to prove that the prospective transferee is a wholly owned subsidiary of the Investor as the Company, the Sole Sponsor and the Overall Coordinators may require;
- (b) no less than five (5) business days prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
- (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 five (5) business days prior written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Sole Sponsor in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgements, confirmations, 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 not and will not be a U.S. Person nor acquiring the Relevant Shares for the account or benefit of any U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Sole Sponsor, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the

Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates (as defined under the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rules 8.08) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Sole Sponsor and the Overall Coordinators in writing as soon as practicable if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Sole Sponsor, provide reasonable evidence to the Company, the Overall Coordinators and the Sole Sponsor 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, unless such action is disclosed to the Company, the Sole Sponsor and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives shall not directly and indirectly accept or enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide or other written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, supervisors (where applicable), employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, associates, directors, supervisors (where applicable), officers, employees, agents or representatives has entered or will enter into such arrangements or agreements.
- 5.6 The Investor will be using internal resources, without obtaining external financing, to finance its subscription of the Investor Shares.

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES**

- 6.1 The Investor acknowledges, represents, undertakes, warrants, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
- (a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, officers, supervisors, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents,

and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display to the public in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this regard, the Investor shall provide the Sole Sponsor and the Overall Coordinators with all required information to facilitate the Sole Sponsor and the Overall Coordinators in performing their obligations and responsibilities under the Listing Rules and the Code of Conduct for Persons Licensed by or Registered with the SFC (including but not limited to conducting due diligence on the Investor);
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Governmental Authority as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering, and all such information is true, complete and accurate in all respects and is not misleading;
- (d) the Investor acknowledges and consents that the Company, the Sole Sponsor and the Overall Coordinators may submit information about its purchase of the H Shares or otherwise its involvement in the placing pursuant to this Agreement to the Governmental Authority (including but not limited to the Stock Exchange, the SFC and the CSRC); and the Investor acknowledges and undertakes to disclose and provide all necessary information (including but not limited to the identity and subscription amount) in respect of other direct or indirect investors who invest in the H Shares through swap arrangements or other financial or investment products which it provides or manages;
- (e) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (f) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives for themselves and on behalf of the international underwriters of the International Offering on the basis that the Investor has not relied, and will not be entitled to rely, on any legal opinion or other advice given by legal counsel to the Company

or legal counsel to the Sole Sponsor, the Overall Coordinators and the underwriters in connection with the Global Offering or any due diligence review, investigation or other professional advice given or performed by any of the Company, the Sole Sponsor, the Overall Coordinators, the underwriters or their respective affiliates or advisers in connection with the Global Offering, and has taken its own independent advice to the extent it has considered necessary or appropriate and none of the Company, the Sole Sponsor, the Overall Coordinators or their respective affiliates, associates, officers, directors, supervisors (where applicable) employees, advisors, associates, partners, agents and representatives takes any responsibility as to any tax, legal, currency or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

- (g) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (h) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules or Chapter 4.14 of the Guide or the placing guidelines set out in Appendix F1 to the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (i) the Overall Coordinators, the Sole Sponsor and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules, including without limitation, (i) Rule 8.08(3) of the Listing Rules which provide that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1)(a) of the Listing Rules (as amended and replaced by Rule 19A.13A) or as otherwise approved by the Stock Exchange; or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors);
- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Overall Coordinators and/or the Sole Sponsor have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (k) none of the Company, the Sole Sponsor, the Overall Coordinators nor any of their respective subsidiaries, affiliates, associates, agents, directors, officers, supervisors, employees, partners or representatives nor any other party involved in the Global Offering assumes any responsibility for any tax, legal, currency, economic or other consequences of the acquisition of, or in relation to any dealings in, the Investor Shares;
- (l) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States

and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdictions except as allowed by applicable Laws of such jurisdiction;

- (m) it understands and agrees that subsequent reoffer, resale, pledge or transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (n) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor 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;
- (o) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a wholly-owned subsidiary of the Investor, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Sole Sponsor, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, supervisors, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the “Authorized Recipients”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information and/or no longer constitutes inside information as defined in the SFO through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively,

deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
  - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
  - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any H Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
  - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) 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;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the

Company, the Overall Coordinators or the Sole Sponsor concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Sole Sponsor, the Overall Coordinators or respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor (including their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor and their respective directors, officers, supervisors, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, officers, employees, advisors, 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;
- (w) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, 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, officers, supervisors, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, 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;
- (x) 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;



- (y) it has conducted its own investigation with respect to the Company and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Sole Sponsor or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor or their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investors or in relation to any dealings in the Investor Shares;
- (z) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor and the underwriters of the Global Offering or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, agents, advisors, representatives, associates and partners, nor any parties involved in the Global Offering have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Sole Sponsor or any of their respective associates, affiliates, directors, officers, supervisors, employees, partners, advisors, agents or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of H Shares to be issued under the Global Offering; (ii) the number of H Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and (iii) other adjustment or re-allocation of H Shares being offered, the range of Offer Price and the final Offer Price as may be approved by the Stock Exchange and in compliance with applicable Laws;
- (cc) any trading in the H Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (dd) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong

time) on the Listing Date or such other date as agreed in accordance with clause 4.4.

6.2 The Investor further acknowledges, represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been withdrawn as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if any of the Approvals ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention

by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure to information be provided, either directly or indirectly through the Company, the Overall Coordinators and/or the Sole Sponsor, 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) the transaction structure, including any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the direct and indirect subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the “**Investor-related Information**”). The Investor further authorizes each of the Company, the Sole Sponsor, the Overall Coordinators and their respective affiliates, directors, officers, supervisors, 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; its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators or the Sole Sponsor, the CMIs or the underwriters in connection with the transactions contemplated thereunder;

- (k) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer or supervisor of the Company;
- (l) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not and will not be a U.S. Person;
- (m) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (n) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Code on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (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; and (vi) do not fall under any category of the persons described under paragraph 1C in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (o) 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;
- (p) save as disclosed to Sole Sponsor and the Overall Coordinators before, each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Overall Coordinators, the Sole Sponsor, the bookrunner(s), the lead manager(s), the CMIs, the underwriters of the Global Offering, the lead broker or any distributors. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio

agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (r) neither the Investor, its beneficial owner(s) nor its associates is a director (including as a director within the preceding 12 months), supervisor (where applicable) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (s) 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 but not limited to Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (t) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S under the Securities Act) with respect to the distribution of the H Shares, except with its affiliates or with the prior written consent of the Company;
- (u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the applicable paragraphs of Chapter 4.15 of the Guide and the guidelines issued by the SFC (as updated or amended from time to time) and will refrain from acting in any manner that would cause the Company, the Sole Sponsor and/or the Overall Coordinators to be in breach of such provisions;
- (v) the aggregate holding (directly and indirectly) of the Investor and its close associates (as defined in the Listing Rules) in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (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 the Company, its subsidiaries or any connected person of the Company, by any one of the Overall Coordinators, the Sole Sponsor, or by any one of the underwriters of the Global Offering; the Investor and each of its associates, if any, is independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;
- (x) none of the Investor has received or is expecting to receive any direct or indirect benefits from the Company (or any of its affiliates and shareholders) by side letters or otherwise, other than a guaranteed allocation of Shares at the Offer Price as set forth in this Agreement;
- (y) no 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) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or its controlling shareholder, any

member of the Group or their respective affiliates, directors, officers, supervisors, employees or agents;

- (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;
- (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; and
- (bb) neither the Investor nor any of its controlling shareholder(s), associates and beneficial owners has applied for or placed an order through the book building process for any H Shares in the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Sole Sponsor. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Sole Sponsor to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including but not limited to the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading or deceptive and that it will promptly notify in writing of any changes to such description and provide comments and such updated information and/or supporting documentation to the Company, the Sole Sponsor and the Overall Coordinators.

6.4 The Investor understands that the representations, warranties, undertakings, 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 Overall Coordinators, the Sole Sponsor, the underwriters in connection with the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and

accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth herein, and it agrees to notify the Company, the Overall Coordinators and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements herein 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 Overall Coordinators, the Sole Sponsor and the underwriters (in all their respective capacities) of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, supervisors (where applicable), employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of the PRC;
  - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement and this Agreement, when executed, will constitute its legal, valid and binding obligations;
  - (c) subject to full payment in accordance with clause 4.2 and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank *pari passu* with the H Shares then in issue and to be listed on the Stock Exchange;
  - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, supervisors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the requirements set out under applicable paragraphs of Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees, agents or representatives; and
  - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers,

employees, agents or representatives has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing H Shares in the International Offering.

## **7. TERMINATION**

- 7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.7;
- (b) solely by the Company, or by each of the Overall Coordinators and the Sole Sponsor in their respective sole and absolute 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 and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

- 7.2 Without prejudice to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 and the indemnities given by the Investor herein, together with clause 8.1, clause 10, clause 12, clause 13 and clause 14 shall survive notwithstanding the termination of this Agreement in all circumstances.

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY**

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Sole Sponsor 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 displayed documents to be issued by or on behalf of the Company, the Overall Coordinators and/or the Sole Sponsor in connection with the Global Offering;



- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (where applicable), officers and relevant employees, representatives and agents of the Party; and
  - (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC, and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display to the public in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Sole Sponsor to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading or deceptive and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Sole Sponsor 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 Overall Coordinators or the Sole Sponsor) 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. 8 Longwan Road, Pengjiang District, Jiangmen City, Guangdong Province, PRC  
Email: [bi.ran@lingyiitech.com](mailto:bi.ran@lingyiitech.com)  
Attention: Bi Ran

If to the Investor, to:

Address: Suite 1910-1919, 19th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong  
Email: [hlong@veritionfund.com](mailto:hlong@veritionfund.com); [mtalbot@veritionfund.com](mailto:mtalbot@veritionfund.com); [compliancegroup@veritionfund.com](mailto:compliancegroup@veritionfund.com)  
Attention: Hao Long; Marc Talbot; Compliance Group

If to Guotai, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [cf.future@gtjas.com.hk](mailto:cf.future@gtjas.com.hk)  
Attention: Future IBD Team

If to Guotai Securities, to:

Address: 27/F, Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong  
Email: [ecm.future@gtjas.com.hk](mailto:ecm.future@gtjas.com.hk)  
Attention: Future ECM Team

If to Citi, to:

Address: 50/F, Champion Tower, Central, Hong Kong  
Email: [projectfuture.ap.all@citi.com](mailto:projectfuture.ap.all@citi.com)  
Attention: Project Future Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong  
Email: [project\\_future@clsa.com](mailto:project_future@clsa.com)  
Attention: Project Future Team

If to JPM, to:

Address: 28/F, Chater House, 8 Connaught Road, Central, Hong Kong  
Email: [future2025\\_core@jpmorgan.com](mailto:future2025_core@jpmorgan.com)  
Attention: Project Future team

- 9.2 Any notice delivered hereunder shall be delivered by hand or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered), and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

## **10. GENERAL**

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the 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 any of the Sole Sponsor or the other Overall Coordinators to perform their respective obligations under this Agreement, and no such failure shall affect the rights of the Sole Sponsor or the 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 other Overall Coordinators, to the extent permitted by applicable Laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Sole Sponsor shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 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 10.10, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
  - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.10(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 Overall Coordinators or the Sole Sponsor 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, the Company, the Overall Coordinators and the Sole Sponsor 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. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES**

- 11.1 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Sole Sponsor, Sponsor-OC or Overall Coordinator of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 11.2 In the event that any Sole Sponsor, Sponsor-OC or Overall Coordinator that is a Covered Entity or a BHC Act Affiliate of such Sole Sponsor, Sponsor-OC or Overall Coordinator becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Sole Sponsor, Sponsor-OC or Overall Coordinator are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 11.3 For purposes of the preceding clauses 11.1 and 11.2 regarding the Recognition of the U.S. Special Resolution Regime:
- 11.3.1 **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- 11.3.2 **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- 11.3.3 **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- 11.3.4 **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

## **12. GOVERNING LAW AND JURISDICTION**

- 12.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the Laws of Hong Kong.
- 12.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Laws. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

## **13. IMMUNITY**

- 13.1 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.

## **14. PROCESS AGENT**

- 14.1 The Investor irrevocably appoints Verition Advisors (Hong Kong) Limited at Suite 1910-1919, 19th Floor, Jardine House, 1 Connaught Place, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators and the Sole Sponsor, and to deliver to the Company, the Overall Coordinators and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

**FOR AND ON BEHALF OF:**

**LINGYI iTECH (GUANGDONG) COMPANY**

**(广东领益智造股份有限公司)**

By:



Name: Zeng Fangqin

Title: Executive Director

**FOR AND ON BEHALF OF:**

**Verition Multi-Strategy Master Fund Ltd.**

By:

  
Name: Sharon Leung

Title: Authorised Signatory



**FOR AND ON BEHALF OF:**

**Guotai Junan Capital Limited**

By:



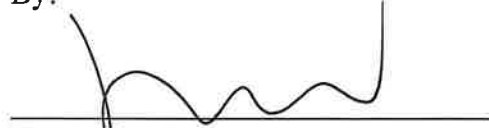
Name: Cinema Shi

Title: Managing Director

**FOR AND ON BEHALF OF:**

**GUOTAI JUNAN SECURITIES (HONG KONG) LIMITED**

By:

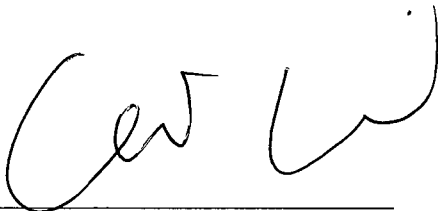
A handwritten signature in black ink, appearing to be 'Jean Li', written over a horizontal line.

Name: Jean Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CITIGROUP GLOBAL MARKETS ASIA LIMITED**

By: 

\_\_\_\_\_  
Name: Lei Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:



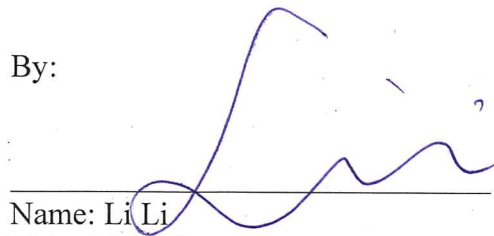
---

Name: Cheng Siu Kong Conrad  
Title: Director

**FOR AND ON BEHALF OF:**

**CLSA LIMITED**

By:

A handwritten signature in blue ink, consisting of a large, stylized 'L' followed by several smaller, connected loops and a final upward stroke.

Name: Li Li

Title: Managing Director

**FOR AND ON BEHALF OF:**

**J.P. MORGAN SECURITIES (ASIA PACIFIC) LIMITED**

By:

A handwritten signature in black ink, appearing to read 'Ruo YANG', is written above a horizontal line.

Name: Ruo YANG

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 660 H Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for H Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering – The Hong Kong Public Offering – Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators, the Sole Sponsor and the Company can adjust the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying the relevant requirements under the Listing Rules including without limitation (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the securities in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; or (ii) the minimum public float requirement under Rule 8.08(1) (as amended and replaced by Rule 19A.13A) of the Listing Rules, or (iii) the free float requirement under Rule 8.08A (as amended and replaced by Rule 19A.13C) of the Listing Rules; or (iv) paragraph 3.2 of Practice Note 18 of the Listing Rules which provides that at least 40% of the total number of shares initially offered in the initial public offering must be allocated to investors in the placing tranche (other than Cornerstone Investors); or (v) the requirements under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules or as otherwise waived by the Stock Exchange.

**SCHEDULE 2**  
**PARTICULARS OF INVESTOR**

**The Investor**

|                                                                                     |                                                                                                                                                                |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Place of incorporation:                                                             | Cayman Islands                                                                                                                                                 |
| Certificate of incorporation number:                                                | 602361                                                                                                                                                         |
| Business registration number:                                                       | Not Applicable                                                                                                                                                 |
| LEI number:                                                                         | WHLAIMQOU4GJKYFZHC97                                                                                                                                           |
| Business address and telephone number and contact person:                           | Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman KY1-1104                                                                             |
| Principal activities:                                                               | Collective Investment Scheme                                                                                                                                   |
| Ultimate controlling shareholder(s):                                                | N/A                                                                                                                                                            |
| Place of incorporation of ultimate controlling shareholder(s):                      | N/A                                                                                                                                                            |
| Business registration number and LEI number of ultimate controlling shareholder(s): | N/A                                                                                                                                                            |
| Principal activities of ultimate controlling shareholder(s):                        | N/A                                                                                                                                                            |
| Shareholder and interests held:                                                     | The shares of the Investor are held by two feeder funds. There is no natural person who is an ultimate beneficial owner who owns more than 30% of the Investor |



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

Description of the Investor for insertion in the Prospectus:

Verition Multi-Strategy Master Fund Ltd. is managed by Verition Fund Management LLC ("Verition"), an investment firm founded in 2008. Verition is a subsidiary of Verition Fund Management NY, Inc., which owns the vast majority of Verition's equity and is owned by Mr. Nicholas Maounis and related entities. Verition manages a multi-strategy, multi-manager hedge fund focused on global investment strategies including Credit, Fixed Income & Macro, Convertible & Volatility Arbitrage, Event-Driven, Equity Long/Short & Capital Markets Trading, and Quantitative Strategies. As part of its investment activities, Verition seeks to construct a diversified portfolio with low correlation to traditional and alternative asset classes and consistently attractive risk adjusted returns. Capital is allocated dynamically across the strategies based on the market view and opportunity set for each individual investment team. As of April 1, 2026, the assets under management of Verition and its affiliates is approximately US\$14.1 billion and Verition employs approximately 500 investment professionals and has offices in New York, Greenwich, Norwalk, London, Singapore, Hong Kong

and Dubai. Verition Multi-Strategy Master Fund Ltd. has two feeder funds, Verition International Multi-Strategy Fund Ltd. (via Verition Multi-Strategy Intermediate Fund Ltd.) and Verition Multi-Strategy Fund LLC. As of April 1, 2026, there is no natural person who is an ultimate beneficial owner who owns more than 30% of Verition Multi-Strategy Master Fund Ltd.