Dated September 9, 2026
2026 年 9 月 9 日

TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD.
星环信息科技（上海）股份有限公司

AND
及

ELECTRONIC CHANNEL LIMITED

AND
及

HAITONG INTERNATIONAL CAPITAL LIMITED
海通国际资本有限公司

AND
及

HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED
海通国际证券有限公司

AND
及

SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED
申万宏源证券（香港）有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

TABLE OF CONTENTS

目录

Clause 条款 Page 页码

1. DEFINITIONS AND INTERPRETATIONS
定义及解释 2

2. INVESTMENT
投资 11

3. CLOSING CONDITIONS
交割条件 13

4. CLOSING
交割 15

5. RESTRICTIONS ON THE INVESTOR
对投资者的限制 18

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

7. TERMINATION
终止 38

8. ANNOUNCEMENTS AND CONFIDENTIALITY
公告及机密性 39

9. NOTICES
通知 41

10. GENERAL
一般条款 43

11. GOVERNING LAW AND JURISDICTION
管辖法律及司法管辖权 46

12. IMMUNITY
豁免权 47

13. COUNTERPARTS
副本 47

SCHEDULE 1 INVESTOR SHARES

附表一投资者股份 I-1

SCHEDULE 2 PARTICULARS OF INVESTOR

附表二投资者详情 II-1

THIS AGREEMENT (this "**Agreement**") is made on September 9, 2026
本协议（「**本协议**」）于 2026 年 9 月 9 日订立

BETWEEN:
订约方为：

(1) **TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD. (星环信息科技（上海）股份有限公司),** a joint stock company incorporated in the People's Republic of China with limited liability whose registered address is at 11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road, Xuhui District, Shanghai, PRC (the "**Company**");
星环信息科技（上海）股份有限公司，于中华人民共和国成立之股份有限公司，注册地址为上海市徐汇区虹漕路 88 号 3 楼、B 栋 11 楼（「**本公司**」）；

(2) **ELECTRONIC CHANNEL LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit A, 3/F, Queen's Centre, 58-64 Queen's Road East, Wan Chai, Hong Kong (the "**Investor**");
ELECTRONIC CHANNEL LIMITED，一家在香港注册成立的公司，其注册办事处位于香港湾仔皇后大道东 58-64 号帝后商业中心 3 楼 A 单位（「**投资者**」）；

(3) **HAITONG INTERNATIONAL CAPITAL LIMITED** of Suites 3001-3006 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**Haitong Capital**");
海通国际资本有限公司，位于香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室(「**海通国际资本**」)；

(4) **HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED** of 28/F, 30/F Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**Haitong Securities**"); and
海通国际证券有限公司，位于香港中环港景街 1 号国际金融中心一期 28 楼、30 楼 3001-3010 室及 3015-3016 室 (「**海通国际证券**」)；及

(5) **SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED** of Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong ("**Shenwan Hongyuan**").
申万宏源证券（香港）有限公司，位于香港皇后大道东 1 号太古广场三座 6 楼 (「**申万宏源**」)。

WHEREAS:
鉴于：

(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:
本公司已申请通过全球发售（「**全球发售**」）的方式使其 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) a public offering by the Company for subscription of 700,600 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"); and

本公司在香港公开发售 700,600 股 H 股股份（可予重新分配）以供公众认购（「**香港公开发售**」）；及

(ii) a conditional offering of 13,310,200 H Shares (subject to reallocation) offered by the Company outside the United States to investors (including offering to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司根据《证券法》（定义见下文）S 规例在美国境外向投资者（包括向香港的专业和机构投资者发售）有条件地配售 13,310,200 股 H 股股份（可予重新分配）（「**国际发售**」）。

(B) Haitong Capital (the "**Sole Sponsor**") is acting as the sole sponsor while Haitong Securities and Shenwan Hongyuan (the "**Overall Coordinators**") are among the overall coordinators and capital market intermediaries of the Global Offering.
海通国际资本担任独家保荐人（「**独家保荐人**」），而海通国际证券及申万宏源担任全球发售的整体协调人（「**整体协调人**」）以及资本市场中介人之一。

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

IT IS AGREED as follows:
兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS
定义及解释

1.1 In this Agreement, including its schedules, each of the following words and expressions shall have the following meanings:
在本协议中（包括其附表），下列各个词语和表达具有下述涵义：

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
「**联属人士**」就特定个人或实体而言，除非文意另有所指，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」一词（包括「正在控制」、「被控制」或「在共同控制之下」）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）；

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

「**会财局**」指香港会计及财务汇报局；

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
「**总投资额**」指发售价乘以投资者将根据本协议购买的投资者股份数目之金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
「**批准**」具有第 6.2(f) 条赋予该词的涵义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人**」/「**紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人**」/「**紧密联系人**」应作相应诠释；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);
「**经纪佣金**」指根据费用规则（定义见《上市规则》）第 7(1) 段规定按总投资额的 1%计算的经纪佣金；

"**business day**" means any day (other than a Saturday, Sunday or public holiday) on which banks in Hong Kong are generally open for business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港银行通常开门办理业务及联交所开放进行证券交易业务之日（星期六、星期日或公众假期除外）；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司设立及运作的中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条文订立的认购投资者股份的交割；

"**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;
「**《操守准则》**」指经不时修订、补充或修改的《证券及期货事务监察委员会持牌人或注册人操守准则》；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**《公司条例》**」指《公司条例》（香港法例第 622 章），经不时修订、补充或以其他方式修改；

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章），经不时修订、补充或以其他方式修改；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士**」/「**核心关连人士**」具有《上市规则》赋予该词的涵义，复数形式的「**关连人士**」/「**核心关连人士**」须据此解释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」具有《中国证监会备案规则》相关配套监管指引赋予该词的涵义并应据此解释；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended or supplemented from time to time;
「**《合约（第三者权利）条例》**」指《合约（第三者权利）条例》（香港法例第 623 章），经不时修订或补充；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」除文义另有规定外，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释；

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

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;
「**《中国证监会备案规则》**」指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及相关指引；

"**CSRC Filings**" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);
「**中国证监会备案文件**」指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告）向证监会提交或将要提交的与全球发售有关的任何形式的信函、备案文件、通信、沟通、文件、答复、承诺和提交材料，包括上述文件的任何修订、补充及/或修改；

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on August 15, 2025 pursuant to Article 13 of the CSRC Filing Rules;

「**中国证监会备案报告**」指本公司根据《中国证监会备案规则》第十三条于 2025 年 8 月 15 日向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充及/或修改；

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
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) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
订立任何掉期或其他安排，以向他人全部或部分转让该等相关股份的任何实益所有权或当中的任何权益，或该等相关股份或该等其他证券的任何经济后果或所有权附带权利或当中的任何权益；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
订立直接或间接与于上述 (i) 及 (ii) 任何交易具有相同经济效果的任何其他交易；或

(iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;
同意或订约或公开发布有意向订立上述 (i) 、(ii) 及 (iii) 任何前述交易，在各种情况下，均不论上述(i) 、(ii) 及 (iii) 任何交易是否将以交付相关股份或可转换为或可交换为或可行使为相关股份的其他证券、以现金或以其他方式结算，以及名词形式的「**处置**」须相应解释；

"**FINI**" shall have the meaning ascribed to such term in the Listing Rules;
「**FINI**」具有《上市规则》赋予该词的涵义;

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有叙文 (A) 赋予该词的涵义;

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);
「**政府机关**」指任何政府部门、监管当局、行政委员会、理事会、实体、机关或机构，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、区、市、地方级别，国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）;

"**Group**" means the Company and its subsidiaries or, where the context so requires, in respect of the period before our Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at that time;
「**集团**」指本公司及其附属公司，或如本协文义已有所指，就本公司成为其现时附属公司的控股公司之前的期间而言，则指有关附属公司（犹如有关公司当时已成为本公司的附属公司）;

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

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

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);
「**香港公开发售**」具有叙文 (A) 赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
「**H 股**」指本公司股本中面值为每股人民币 1.00 元的普通股，将以港元认购和交易，并将在联交所上市;

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;
「**受弥偿方**」具有第 6.5 条赋予该词的涵义，单数形式的「**受弥偿方**」应视文意而定，指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有叙文 (A) 赋予该词的涵义;

"**International Offering Circular**" means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;
「**国际发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的最终发售通函；

"**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 (*Investor Shares*) and determined by the Company and the Overall Coordinators;
「**投资者股份**」指投资者根据本协议的条款及条件在国际发售中认购的 H 股股份，该等股份数目将根据本协议附表一（*投资者股份*）计算，并由本公司及整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法管辖区的任何有关政府机关（包括但不限于联交所、证监会和中国证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**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;
「**征费**」在各种情况下指有关投资者股份总投资额 0.0027% 的证监会交易征费（或于上市日期适用的征费），0.00565%的联交所交易费（或于上市日期适用的交易费）及0.00015%的财汇局交易征费（或于上市日期适用的征费）；

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日期**」指 H 股股份首次于联交所主板上市的日期；

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

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

"**Lock-up Period**" has the meaning given to it in clause 5.1;
「**禁售期**」具有第 5.1 条赋予该词的涵义；

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

「**发售价**」指根据全球发售拟发售或出售股份的每股 H 股股份的最终港元价格（不包括经纪佣金和征费）；

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

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

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;
「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;
「**专业投资者**」具有《证券及期货条例》附表一第一部赋予该词的涵义；

"**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;
「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

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

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus and application forms to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指本公司就香港公开发售拟在香港刊发的国际发售的初步发售通函和国际发售通函及招股章程和申请表格，以及本公司就全球发售可能刊发的其他文件和公告（均经不时修订、补充或以其他方式修改）；

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
「**S 规例**」指《证券法》下的经不时修订、补充或以其他方式修改的 S 规例；

"**Regulators**" has the meaning given to it in clause 6.2(h);
「**监管机构**」具有第 6.2(h) 条赋予该词的涵义；

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor or the Investor Subsidiary (as defined below) (as the case may be) pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);
「**相关股份**」指投资者或投资者附属公司（定义见下文）（视情况而定）根据本协议购买的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组因投资者股份而产生的本公司任何股份或其他证券或权益（不论该些交易是否以现金或其他形式结算）；

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

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;
「**《证券法》**」指《1933 年美国证券法》（经不时修订、补充或以其他方式修改）；

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

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

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
「**股份**」指本公司股本中每股面值人民币 1.00 元的普通股；

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

"**subsidiary**" has the meaning given to it in the Companies Ordinance;
「**附属公司**」具有《公司条例》所给予的涵义；

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

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

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
「**美国人士**」具有《证券法》下的 S 规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:
除非文意另有所指，下列解释规则适用于本协议：

(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;
凡提述「**条款**」、「**子条款**」及「**附表**」之处均指对本协议的条款、子条款或附表的提述；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条文和附表标题仅为方便而设，不得影响本协议的解释；

(c) the 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 schedules;
附表构成本协议的组成部分，具有于本协议正文列明的相同效力，凡提述本协议之处须包括附表；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数形式均包括复数形式，反之亦然；表示一种性别的词语应包括另一种性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书均包括任何对本协议或该文书的变更或替换版本；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法令、法定条文、法规或规则均包括对下列的提述：

(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, statutory provision, regulation or rule;
该法令、法定条文、法规或规则经不时合并、修订、补充、修改、重新颁布或被任何法令、法定条文、法规或规则取代后的版本；

(ii) to any repealed statute or statutory provision, regulation or rule which it re-enacts (with or without modification); and
任何该法令或法定条文所废除并重新颁布的法令、法定条文、法规或规则（无论有否修改）；及

(iii) to any subordinate legislation made under it;
任何按其所订立的附属法例；

(g) a reference to a "regulation" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;
"法规"一词包括任何政府、政府间或超国家组织、机构、部门或任何监管机构、自律组织或其他权威机构或组织的任何规章、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(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);
凡提述「**人士**」均包括提述个人、商号、公司、法人团体、非法人团体或机关、政府、州或州机构、合资企业、组织或合伙企业（不论是否有独立的法律人格）；

(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
凡提述「**包括**」一词均应被诠释为包括但不限于；及

(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.
凡提述香港以外的司法管辖区的任何诉讼、补救措施、方法或司法程序、法律文件、法律地位、法庭、官方，或其他任何法律概念或事宜的任何法律术语，均被视作包括在该司法管辖区内和香港有关法律术语最相近的法律术语。

2. INVESTMENT
投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Sole Sponsor) and other terms and conditions of this Agreement:
在满足下文第 3 条所述条件（或由订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及第 3.1(e)条所载条件不得予以豁免，而第 3.1(f)条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）后及根据本协议的其他条款和条件：

(a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
作为国际发售的一部分，投资者将通过整体协调人及/或其联属人士（作为国际发售相关部分的国际包销商的国际代表），按发售价认购，公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定）投资者股份；及

(b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

投资者将按照第 4.2 条就投资者股份支付总投资额、经纪佣金和征费。

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Sole Sponsor not later than five business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor (the "**Investor Subsidiary**") that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
投资者可选择向本公司、整体协调人及独家保荐人以在上市日期前不少于 五 个营业日书面通知通过投资者的全资附属公司（「**投资者附属公司**」）认购投资者股份，而该附属公司为专业投资者及是 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，前提是：

(a) the Investor shall procure such 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, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such Investor Subsidiary, and
投资者应促使上述投资者附属公司在当天向本公司、整体协调人及独家保荐人提供书面确认，表明其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者代表自身及上述投资者附属公司所作出；及

(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 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.
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上述投资者附属公司及时及准时履行及遵守其在本协议下的协议、义务、承诺、保证、陈述、赔偿、同意、承认确认及契诺；及 (ii)承诺将按照第 6.5 条一经要求即向各受弥偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

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 Investor Subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such Investor Subsidiary under this Agreement without requiring the Company, the Overall Coordinators or the Sole Sponsor first to take steps against such Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such Investor Subsidiary.
投资者在本第 2.2 条下的义务构成应公司、整体协调人或独家保荐人要求支付该投资者附属公司根据本协议应付的任何款项及应要求及时履行该投资者附属公司在本协议下的任何义务的直接、首要及无条件义务，而无需本公司、整体协调人及独家保荐人先行向上述投资者附属公司或任何其他人士作出行动。除另有指明，本协议中「投资者」一词应诠释为包括投资者附属公司。

2.3 The Company and the overall coordinators of the Global Offering (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1*(Investor Shares)*, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和全球发售的整体协调人（代表自身及全球发售的包销商）将按他们可能同意的方式厘定发售价。投资者将购买的投资者股份的确切数目将由本公司和整体协调人根据附表一（*投资者股份*）厘定，而且有关厘定将为最终定论且对投资者有约束力，除非存在明显错误。

3. CLOSING CONDITIONS
交割条件

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 waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Overall Coordinators and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下认购投资者股份的义务，以及本公司和整体协调人根据第 2.1 条发行、配发、配售、分配及交付（视情况而定）的义务，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，仅在以下各项条件于交割时或之前均已满足或经各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c) 、3.1(d) 及 3.1(e)条所载条件不得予以豁免，而第 3.1(f) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免）方可作实：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售包销协议和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the overall coordinators of the Global Offering (for themselves and on behalf of the underwriters of the Global Offering);
全球发售的整体协调人（代表自身和全球发售的包销商）和本公司已就全球发售议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
联交所上市委员会已批准 H 股股份（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、准许或豁免在股份开始于联交所买卖前未被撤销；

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
中国证监会已接受中国证监会备案文件，并在其网站上公布备案结果，且该等接受通知及/或已公布的备案结果在 H 股于联交所开始交易前未被拒绝、撤回、撤销或宣布无效；

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何政府机关未制定或公布任何禁止开始香港公开发售、国际发售或本协议所预期的交易的法律，以及具有司法管辖权的法院概未作出阻止或禁止开始有关交易的有效命令或禁止令；及

(f) the respective representations, warranties, undertakings and confirmations of the Investor under this Agreement are, as of the date of this Agreement, and will remain, as of the Listing Date, accurate and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.
投资者于本协议的声明、保证、承诺和确认均属（截至本协议日期）及将属（截至上市日期）准确、真实且不具误导性，以及投资者未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be 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 this Agreement will terminate and be of no effect, 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 within five business days after the termination of this Agreement 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 respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.
倘订约方于 本协议日期后一百八十（180）天（或本公司、投资者、整体协调人及独家保荐人之间可能书面约定的其他日期）当日或之前未能履行或豁免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c) 、3.1(d) 及第 3.1(e)条所载条件不得予以豁免，而第 3.1(f) 条所载条件只能由本公司、整体协调人及独家保荐人予以豁免），则投资者认购投资者股份的义务，及本公司和整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务将终止，

且本协议将终止及失效，而投资者根据本协议支付的任何款项须不计利息在商业可行的情况下尽快并于该终止后五个营业日内退还予投资者，且本公司、整体协调人及/或独家保荐人的所有义务及责任均将终止及终结；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条上述日期之期间任何违反投资者分别作出的声明、保证或承诺或承认的行为。

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators, the Sole Sponsor and the other overall coordinators and underwriters of the Global Offering to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Sole Sponsor and/or the other overall coordinators and underwriters of the Global Offering or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.
投资者确认，无法保证全球发售将会完成或不会延迟或终止，亦无法保证发售价将处于公开文件所载的指示性范围内，若全球发售在所预期的日期及时间前因故延迟或终止、未能进行或未完成或根本无法完成，或发售价不处于公开文件所载的指示性范围内，则本公司、整体协调人、独家保荐人及其他全球发售的整体协调人及包销商概不对投资者承担任何责任。投资者特此放弃由于全球发售出于任何原因延迟或终止、未在拟议日期及时间之前进行、完成或根本无法完成、或发售价不处于公开文件所载的指示性范围内，而向本公司、整体协调人、独家保荐人及／或其他全球发售的整体协调人及包销商或其各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING
交割

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 the representatives of the international underwriters 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 in accordance with this Agreement.
受第 3 条及本第 4 条规限，投资者将依据国际发售及作为国际发售的一部分，通过作为国际发售的国际包销商的代表身份的整体协调人（及／或其各自的联属人士）认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本协议载明的时间及方式予以认购。

4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies 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 Coordinator 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.

投资者须按上市日期上午 8 时正（香港时间）或之前以同日资金结算方式以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一个完整营业日书面通知予投资者的港元银行账户全额支付所有投资者股份的总投资额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括付款账户的详情及投资者根据本协议应付的总金额。

4.3 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 on the Listing Date 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.

根据第 4.2 条就投资者股份如期付款后，向投资者交付投资者股份应通过中央结算系统作出，作出方式为于上市日期将投资者股份直接存入中央　结算系统中，以寄存于投资者不晚于上市日期前两个营业日书面通知予整体协调人的该中央结算系统投资者参与账户或中央结算系统股份账户。

4.4 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 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 of the terms of this Agreement.

Notwithstanding the foregoing, provided that the Investor has given prompt written notice and used reasonable endeavours to mitigate the effects thereof, the Investor's failure to perform any obligation under this Agreement as a result of circumstances beyond the Investor's control of the kind described in clause 4.5 (to the extent applicable to the Investor), any change in law or policy, or any approval, foreign exchange or other regulatory restriction not attributable to the Investor shall not constitute a breach of this Agreement or give rise to any indemnity obligation under clause 6.5; provided that this proviso shall not apply to any failure arising from insufficient funds, market fluctuation or other commercial reasons attributable to the Investor.

倘若总投资额及相关经纪佣金及征费（不论全部或部分）并非以本协议中所指明的时间及方式所支付，则本公司、整体协调人及独家保荐人保留权利，以他们各自的绝对酌情权，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将停止及终结（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履行本协议下义务而可能针对投资者提出的任何申索）。对于受弥偿方因投资者未能根据 6.5 条全额支

付总投资额、经纪佣金和征费或未遵守本协议任何条款而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责并对受弥偿方的前述损失及损害在税后的基础上作出充分弥偿。

尽管有前述规定，若投资者已及时书面通知并已采取合理措施减轻影响，但因超出投资者控制范围的、且属第 4.5 条所述类别的情形（在适用于投资者的范围内）、法律或政策变化、非归责于投资者的审批、外汇或其他监管限制而无法履行本协议项下任何义务，则该等无法履行不构成违反本协议，亦不触发第 6.5 条项下的任何弥偿责任；但因投资者资金不足、市场波动或其他归责于投资者的商业原因导致的无法履行，不适用本项约定。

4.5 Each of the Company, the Overall Coordinators, the Sole Sponsor and/or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, advisors, associates, partners, agents and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement and shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international or 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 and 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, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

本公司、整体协调人、独家保荐人及/或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表因超出其（视情况而定）控制的情况，包括但不限于天灾、洪水、疾病、流行病或大流行病的爆发或升级、宣布国家、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、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发、战争（无论宣战或未宣战）、恐怖主义、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、一般电力或其他供应故障、撞机事件、意外或机械或电气故障、技术或计算机故障、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，任何现有或未来的政府活动等类似情形，而未能或延迟履行本协议项下各自的义务，则彼等无需对对未能或延迟履行本协议项下各自的义务承担责任（不论共同或各别），且彼等各自应有权终止本协议。

4.6 In the event, in the opinion of the Company and the Overall Coordinators, that (i) the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, (ii) the requirement pursuant to Rule 18C.08 of the Listing Rules under which at least 50% of the total number of shares initially offered in the initial public offering must be taken up by independent price setting investors, (iii) the requirement on clawback mechanism under Rule 18C.09 of the Listing Rules, (iv) the public float requirements under Rule 19A.13A(2) of the Listing Rules, or (v) the free float requirements under Rule 19A.13C(2) of the Listing Rules, cannot be satisfied, the Overall Coordinators and the Company have the right to adjust the allocation of the number of

Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3), Rule 18C.08, Rule 18C.09, Rule 19A.13A(2) and Rule 19A.13C(2) of the Listing Rules.

若本公司及整体协调人认为不能满足(i)《上市规则》第 8.08(3)条项下的要求，即本公司的三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过公众持有 H 股股份总数的 50%， (ii)《上市规则》第 18C.08 条的要求，即首次公开发售中最初发售的股份数目总额中至少 50%须由独立定价投资者认购，(iii) 《上市规则》第 18C.09 条有关回拨机制的规定，(iv) 《上市规则》第 19A.13A(2)条有关公众持股量的规定，或(v) 《上市规则》第 19A.13C(2)条有关自由流通量的规定，则整体协调人及本公司有全权酌情权调整分配可供投资者认购的投资者股份数目，以满足《上市规则》第 8.08(3)条、第 18C.08 条、第 18C.09 条、第 19A.13A(2)条及 19A.13C(2) 条项下的要求。

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

5.1 Subject to clause 5.2, the Investor for itself and on behalf of the Investor Subsidiary (where the Investor Shares are to be held by such 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 will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period of six (6) months starting from and inclusive of 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 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; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as 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 (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor will, and will cause its affiliates (including but not limited to the Investor Subsidiary), ensure that (a) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; and (b) such disposal will not create a disorderly and false market in the H Shares.

在第 5.2 条的规限下，投资者代表其本身並代表投资者附属公司（当投资者股份将由该投资者附属公司持有之时）同意，承诺并向本公司、整体协调人及独家保荐人保证，未经本公司、整体协调人及独家保荐人的事先书面同意，投资者不会且将促其联属人士不会自上市日期（包含该日）起六个月期限内（「**禁售期**」）的任何时间（不论直接或间接），(i) 处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表获得上述任何证券权利之证券，或同意、签订协议或公开宣布有意进行此类交易；(ii) 允许自身有控制上的转变（于证监会的《公

司收购、合并及股份回购守则》中定义）；(iii) 订立与于上述交易具有相同经济效果的任何其他交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；就上述(i)、(ii)及(iii)项所述的任何交易而言，无论是以交付相关股份或可转换、可认购或可交换相关股份的其他证券进行实物交割，还是以现金或其他方式进行结算，若在禁售期之后任何时间处置(或处置的协议、合同或意向的公告)任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者附属公司）确保:(a) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》；及(b)该处置行为不会导致 H 股出现混乱或虚假市场。

5.2 During the Lock-up Period, 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:
在禁售期内，第 5.1 条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是：

(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 Investor 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;
在进行该转让之前，向公司、独家保荐人及整体协调人提供不少于五个工作日的书面通知，该通知应包含投资者附属公司的身份信息，以及公司、独家保荐人及整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour 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;
在进行该转让之前，该全资附属公司给予书面承诺（以本公司、整体协调人及独家保荐人为受益人，且格式及内容均令本公司、整体协调人及独家保荐人满意）同意，且投资者给予书面承诺同意促使该全资附属公司将受投资者于本协议下的义务的约束，包括但不限于第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
该全资附属公司应被视为给予与第 6 条中相同的确认、确定、承诺、陈述及保证；

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor solely in respect of the Relevant Shares respectively held by them; such wholly-owned subsidiary shall assume the obligations under this Agreement solely in respect of the Relevant Shares transferred to it, and the Investor shall remain liable only for (i) its

obligations accrued prior to such transfer and (ii) its obligations in respect of any Relevant Shares retained by it;
投资者及该全资附属公司仅应分别就其持有的相关股份被视为投资者；该全资附属公司仅就其受让的相关股份承继本协议项下的义务，而投资者仅就(i)该等转让前已产生的义务及(ii)其保留的任何相关股份所涉义务承担责任；

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Overall Coordinators and the 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 such wholly-owned subsidiary shall be responsible solely for the obligations under this Agreement in respect of the Relevant Shares transferred to it; provided that the Investor shall remain liable only for its obligations accrued prior to the relevant transfer and in respect of any Relevant Shares retained by it; and
在禁售期届满前的任何时间，若该全资附属公司不再或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及在不再是投资者的全资附属公司之前，将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须发出书面承诺（以令本公司、整体协调人及独家保荐人满意的格式及内容，并以本公司、整体协调人及独家保荐人为受益人）同意，及投资者须发出书面承诺，表示同意促致该附属公司将受本协议项下的义务约束，包括但不限于本第 5 条所载对投资者施以的限制，并在本协议项下作出相同的确认、承诺、陈述和保证，犹如该全资附属公司自身受限于该等义务及限制，该全资附属公司仅就其受让的相关股份承担本协议项下相关义务；投资者仅就该等转让前已产生的义务及其保留的相关股份所涉义务承担责任；及

(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.
全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the 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 if 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 in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules (as amended and replaced by Rule 19A.13A)) to fall below the required percentage

set out in the Listing Rules and applicable to the Company from time to time. The Investor agrees to promptly notify the Company, the Overall Coordinators and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意及承诺，除非取得本公司、整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）应低于本公司于任何时间的全部已发行股本的 10%（或于《上市规则》中不时就「主要股东」的定义规定的其他百分比），且其于上市日期后 12 个月内不会成为《上市规则》定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接） 不应导致持有本公司证券股本的公众人士（根据《上市规则》的规定及联交所的解释，包括但不限于《上市规则》第 8.08 条（被第 19A.13A 条修订并取代））低于《上市规则》所规定的并不时适用于本公司的百分比。投资人同意在发现上述任何情况时，及时以书面形式通知本公司、整体协调人及独家保荐人。

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.
投资者同意投资者将以自营投资基准持有本公司的股本，及在本公司、整体协调人及／或独家保荐人的合理要求下向本公司、整体协调人及独家保荐人提供合理证明，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及应确保其任何控股股东、联系人及其各自的实益拥有人均不会在簿记建档的过程中认购 H 股股份（投资者股份除外）或在香港公开发售中作出 H 股股份申请。

5.6 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, associates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors (if applicable), officers, employees, or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理概不得与本公司、本公司的控股股东、集团的任何其他成员或其各自的联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理订立任何与《上市规则》（包括上市指南第 4.15 章 或由香港监管者出版的书面指引）不一致或相悖协议或安排，包括任何附函。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理均没有或将不会签订此类安排或协议。

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

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Overall Coordinators and the Sole Sponsor that:
投资者向本公司、整体协调人及独家保荐人承认、同意及确认：

(a) each of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Overall Coordinators, the Sole Sponsor and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives on the basis that the Global Offering is delayed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价将会处于公开文件所载的指示性范围内，而如果全球发售因任何原因而延迟、未进行或未完成，前述人士概不会对投资者负有任何责任，投资者特此放弃（如有）因全球发售未能按预期日期及时间或根本未完成，或发售价不处于公开文件所载的指示性范围内，而向公司、整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人和代表提出任何索赔或诉讼的权利；

(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 for public inspection in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Sole Sponsor and the Overall Coordinators as required for the purpose of facilitating the Sole Sponsor and the Overall Coordinators in meeting 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 enquiries on the Investor);
本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销材料中披露，而且公开文件及该等其他营销材料及公告

会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供公众查阅。鉴于此，投资者将向独家保荐人及整体协调人提供为促使其履行《上市规则》及《证监会持牌人或注册人操守准则》规定之义务与责任所需的一切相关信息（包括但不限于开展对投资者的尽职审查所需信息）；

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;
根据《上市规则》或在 FINI 上须提交给联交所的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管者共享，并将列入综合承配人名单，该名单将在 FINI 上向整体协调人披露，并且所有该等信息在任何方面均为真实、完整、准确且不具误导性；

(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;
发售价将完全根据全球发售的条款和条件厘定，投资者并无任何权利对此作出任何反对；

(e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;
投资者股份将由投资者通过整体协调人及/或其联属人士以其作为国际发售的国际包销商的代表身份购买；

(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;
投资者将根据及依据本公司组织章程大纲、章程细则及本协议的条款和条件接受投资者股份；

(g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份的数量可受到在香港公开发售及国际发售期间按《上市规则》第 18 项应用指引及《上市指南》第 4.14 章而作出 H 股股份的重新分配，或联交所不时批准及适用于本公司的该等比率；

(h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (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) Rule 18C.08 of the Listing Rules which provides that at least 50% of the total number of shares initially offered in the initial public offering must be taken up by independent price setting investors; or (v) the requirement on clawback mechanism under Rule 18C.09 of the Listing Rules;
整体协调人及本公司可全权酌情调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条的规定，该规则规定上市日期由三大公众股东实益拥有的 H 股股份不得超过公众持有 H 股股份的 50%；或(ii) 《上市规则》第 8.08(1)条（经第 19A.13A 条修订并替代）所规定的或经联交所另行批准的最低公众持股量要求；或(iii)《上市规则》第 8.08A 条（经第 19A.13C 条修订并替代）所规定的自由流通量要求；或(iv)《上市规则》第 18C.08 条之规定，即首次公开发售中最初发售的股份数目总额中至少 50%必须分配予独立定价投资者；或(v) 《上市规则》第 18C.09 条有关回拨机制的规定；

(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;
在接近签订本协议时，或其后的任何在国际发售完结前的时间，本公司、整体协调人及独家保荐人已经或打算和一个或多个其他投资者签订类似投资的协议作为国际发售的一部份；

(j) 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;
投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区进行，而有关司法管辖区适用法律允许者除外；

(k) 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;
投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（定义见《证券法》S 规例）进行，并根据任何美国州份及任何其他司法管辖区适用的证券法律，及代表投资者股份的任何股票须附有以上大致情况的备注；

(l) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation

as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
投资者明白，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均无就《证券法》下第 144 条或用于后续再销售、转售、质押或转让投资者股份的任何其他豁免登记规定的可用性作出任何声明；

(m) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除第 5.2 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(n) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
投资者已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的关于本公司及其联属人士的重大非公开信息及／或内幕信息（定义见《证券及期货条例》）：(i) 除按需知情基准向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问和代表（「**获授权代表**」）披露仅作评估投资投资者股份用途外不得向任何人士披露有关信息，直至有关信息在投资者、或其任何获授权代表没有过失的情况下变成公开信息； (ii) 彼等各自将尽最大努力确保其获授权代表（按照第 6.1(n)条将有关信息透露予上述人士）不会向获授权代表以外人士披露有关信息； 以及 (iii)彼等各自将确保其获授权代表（按照第 6.1(n)条将有关信息透露予上述人士）不会以将导致任何违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的法律的方式，直接或间接购买、出售或以其他方式买卖或交易 H 股或本公司或任何联属人士或联系人的股份；

(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:
本协议、招股章程草案、初步发售通函草案，所载信息以保密基础提供予投资者，任何其他可能已以保密基础提供予投资者及／或其代表的材料（不论书面或口头上的）均不可向任何其他人复制、披露、传阅或散播，及已经提供予投资者的任何其他信息或材料可予更改及更新，投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
招股章程草案、初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料均不构成于不允许发售、招揽或销售的任何司法管辖区有关购买任何股份或证券的出售要约或要约邀请，及任何载于招股章程草案、初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头上）均不构成任何合约或承担的基础；

(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
不得依据初步发售通函草案或招股章程草案或可能提供予投资者及/或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 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);
初步发售通函草案或招股章程草案或可能提供予投资者的任何其他材料（不论书面上或口头上）有可能在本协议签订后再作出更改，投资者不应倚赖相关草案来决定是否投资于投资者股份。投资者亦对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；

(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;
本协议无论如何不构成在美国或任何其他司法权区作出出售的证券要约；

(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;
其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(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, the Sole Sponsor and/or the other overall coordinators and underwriters of the Global Offering (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor, the other overall coordinators and underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor, the other overall coordinators and underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
在作出投资决定时，投资者仅依赖且将仅依赖本公司发布的国际发售通函所提供的信息，及并未或将不会依赖本公司、整体协调人、独家保荐人及／或其他全球发售的整体协调人及包销商或代本公司、整体协调人、独家保荐人及／或其他全球发售的整体协调人及包销商（包括其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）于本协议日期或之前提供给投资者，且可能与国际发售通函中提供的信息相冲突、未载入当中或被当中信息所取代的任何其他信息，以及本公司、整体协调人、独家保荐人、其他全球发售的整体协调人及包销商及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息的准确性或完整性作出任何声明及提供任何保证或承诺，且本公司、整体协调人及其各自顾问及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士不因使用或依赖该等信息而曾经或将会对投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

(s) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the Public Documents, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商或他们各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、代表、联系人、合伙人及联属人士概无就投资者股份的亮点或投资者股份的认购、购买或发售作出任何保证、声明或推荐意见。独家保荐人、整体协调人、包销商或他们各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理、代表、联系人、合伙人及顾问概无就本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或推荐意见；及除非公开文件作出规定，否则本公司及其附属公司、代理、联属人士、联系人、代表及顾问均不对本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或推荐意见；

(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;
投资者会遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及任何适用法律下不时适用其处置（直接或间接）任何相关股份（就此而言其属或将为（直接或间接）或招股章程显示为实益拥有人）的所有限制（如有）；

(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 other overall coordinators and underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor, the other overall coordinators and underwriters in connection with the Global Offering or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares;

其已就本公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或其他全球发售的整体协调人及包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人、其他全球发售的整体协调人及包销商或其各自联系人、联属人士、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(v) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters, their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives have made no assurances that a public market will ever exist for the Investor Shares;
其明白，投资者股份目前并无公开市场，及本公司、整体协调人、独家保荐人、包销商或他们各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表并未就将存在投资者股份的公开市场作出任何担保；

(w) 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, the other overall coordinators and underwriters in connection with the Global Offering or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;
若全球发售因故推迟或终止或未完成，则本公司、整体协调人、独家保荐人、其他全球发售的整体协调人及包销商或其各自任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；

(x) the Company and the overall coordinators of the Global Offering will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and
本公司及全球发售的整体协调人对变更或调整(i)全球发售项下待发行的股份的数目；及(ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及

(y) 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.
投资者同意投资者股份的相关总投资额及相关经纪佣金和征费，须于上市日期香港时间上午 8 时正或之前缴付。

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Sole Sponsor that:
投资者进一步向本公司、整体协调人及独家保荐人声明、保证和承诺：

(a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
其根据其注册成立地点的法律依法注册成立并有效存续，及并无任何清盘呈请、清盘命令或通过的关于清算或清盘的有效决议案；

(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;
其具有按当前方式拥有、使用、租赁及经营其资产，及按当前方式开展其业务的法定权利和权限；

(c) 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;
其拥有签订及交付本协议、订立及开展本协议项下拟议的交易及履行本协议项下义务的全部权力、权限及能力，且已采取所有相关必要行动（包括取得任何政府机关或监管机构或第三方的所有同意、批准及授权）；

(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;
本协议已获投资者妥为授权、执行及交付，及构成可依据本协议条款对其强制执行的合法、有效及具有约束力的义务。

(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;
其已采取及将在本协议期间采取履行本协议下义务、令本协议下拟议的交易及本协议生效及遵守所有有关法律所需的所有必要步骤；

(f) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Overall Coordinators in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
所有按相关法律适用于投资者以及投资者须就本协议而认购的投资者股份时，需取得的同意、批准、授权、许可及登记（「**批准**」），已被取得及具十足效力及作用，且未被作废、撤销、撤回或废除，并且不受限于任何尚未被履行的先决条件。投资者进一步同意并承诺，如果任何该等批准不再完全有效或因任何原因失效、撤销、撤回或作废，投资者将立即以书面形式通知公司、独家保荐人及整体协调人；

(g) the execution and delivery of this Agreement by the Investor, and the 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;
投资者签立及交付本协议、投资者履行本协议及投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者违反：(i) 投资者组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或 (ii) 投资者分别就本协议下拟议的交易须遵守或另行就投资者购买投资者股份适用于投资者的任何司法管辖区法律；或 (iii) 对投资者具有约束力的任何协议或其他文书；或 (iv)对投资者具有司法管辖权的任何政府机关的任何判决、命令或判令；

(h) it has and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide, or cause to or procure to be provided, either directly or indirectly via 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) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorizes the Company, the Overall Coordinators, the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已遵守并将遵守所有司法管辖区所有适用于认购投资者股份的相关法律，包括按适用法律的要求或在联交所、证监会、中国证监会及/或其他政府、公共、财金或监管机构或组织及证券交易所（统称**「监管者」**）的不时要求下，直接或间接经本公司、整体协调人及／或独家保荐人，向监管者，提供或致使或促使提供要求披露的有关资料（包括但不限于：(i) 投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的

名称及注册成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于投资者股份认购的详情、投资者股份数量、总投资金额及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息以及该掉期安排或其他金融或投资产品的提供者）；和/或(iv)投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」），并同意公开有关资料。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据《上市规则》或适用法律的规定或任何相关监管者的要求，向该等监管者披露任何投资者相关信息和/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(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;
投资者拥有有关财务及商业事宜的知识及经验，以致 (i) 其能评估投资者股份潜在投资的优点及风险； (ii) 其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资； (iii) 其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及 (iv) 其在投资发展程度类似之公司的证券的交易方面经验丰富；

(j) 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 in connection with the transactions contemplated thereunder;
其日常业务为买卖股份或债权，或其为专业投资者，而且并不会因签订本协议而成为任何整体协调人或独家保荐人就本协议拟议交易之客户；

(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 of the Company;
其作为主事人为自身利益、以投资为目的且以自营投资基准，认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份及该投资者无权提名任何人士担任本公司董事或高级职员；

(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 a U.S. Person;
如在美国境外认购投资者股份，投资者是按《证券法》S 规例透过海外交易认购投资者股份，而且并不是美国人士；

(m) such Investor is subscribing for the relevant proportion of the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在豁免或无需遵循《证券法》项下登记要求的交易中认购投资者股份；

(n) the Investor and its 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 of 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 Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (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;
投资者、其实益拥有人及/或联系人(i)为独立于本公司的第三方； (ii)并非本公司的关连人士（定义见《上市规则》）或联系人，且投资者认购投资者股份不会导致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》）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）； (iii)具有财务能力并将使用自有资金履行本协议项下的所有义务； (iv)并未直接或间接接受(a) 本公司任何核心关连人士（定义见《上市规则》）或(b) 本公司、本公司或其任何附属公司的任何董事、监事（如适用）、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见《上市规则》）的融资、出资或支持，并不惯于接受本公司任何该等人士就本公司的证券的收购、处置、投票或其他处置接受该等核心关连人士的指示；及(v)与本公司或其任何股东并无任何关联关系，除非另以书面形式向公司、独家保荐人及整体协调人披露；

(o) 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 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;
投资者、其实益拥有人及／或联系人均非全球发售的任何整体协调人、独家保荐人、账簿管理人、牵头经办人、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(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;
投资者的账户并非由相关交易所参与者（《上市规则》赋予该词的涵义）按全权管理投资组合协议管理。**「全权管理投资组合」**一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(q) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益持有人，及其分别的联系人都并非本公司或其联系人的董事（包括在过去 12 个月内的董事）、监事或现时股东，或前述人士的代名人；

(r) save as previously notified to the Sole Sponsor and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
除事先以书面形式通知独家保荐人及整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所载列的任何承配人类别或 FINI 界面或《上市规则》就承配人而规定须披露的任何承配人类别（"基石投资者"除外）；或(b)根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中列明的任何承配人类别；

(s) 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;
投资者并未及将不会就分销 H 股股份与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(t) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
认购投资者股份将遵守《上市规则》附录 F1（股本证券的配售指引）及《上市指南》第 4.15 章的规定；

(u) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any 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;
投资者、其实益拥有人及／或联系人在本协议项下认购投资者股份时，均未接受本公司的任何关连人士、或任何整体协调人、独家保荐人、或全球发售的任何包销商直接或间接提供资金或支持；投资者及其联系人（如有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(v) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
除本协议规定外，投资者没有与任何政府机关或任何第三方签订任何有关投资者股份的安排、协议或承诺；及

(w) 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.
除先前向公司、独家保荐人及整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不会订立涉及投资者股份的任何掉期安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Sole Sponsor that the description set out in Schedule 2 (*Particulars Of Investor*) 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 (*Particulars Of Investor*)) 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 its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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.
投资者向本公司、整体协调人及独家保荐人声明及保证，附表二（*投资者详情*）所载关于其自身及其所属公司集团的描述、以及向监管机构及/或本公司、独家保荐人、整体协调人及其各自联属人士提供及/或应要求提供的所有投资者相关信息，在所有方面均真实、完整、准确且不具误导性。在不影响第 6.1(b) 条的前提下，投资者不可撤销地同意，若本公司、独家保荐人及整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表二（*投资者详情*）所载的描述）载入公开文件、营销及路演材料及本公司、独家保荐人及/或整体协调人就全球发售可能发布的其他公告。投资者承诺尽快提供与其自身、其所有权（包括最终实益所有权）及/或与相关事宜有关的进一步信息及/或证明文件（该等要求应由本公司、整体协调人及/或独家保荐人为确保遵守适用法律法规及/或证券注册规定及/或联交所、证监会、中国证监会等监管机构要求而合理

提出）。投资者特此同意，在审阅不时提供的全球发售相关公布文件及其他营销材料草案中关于其自身及其所属公司集团的描述（该等草案将提交投资者），并作出其合理要求的修改（如有）后，即视为投资者已保证该等关于其自身及其所属公司集团的描述在所有方面真实、准确、完整且不具误导性。

6.4 The Investor understands that the representations 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 other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, 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 therein ceases to be accurate and complete or becomes misleading in any respect.
投资者明白，依据香港法例及美国证券法等须作出第 6.1 及 6.2 条所载的声明及承认。投资者承认，本公司、整体协调人、独家保荐人、全球发售的其他包销商、及其各自已附属公司、代理、联属人士及顾问，及其他人士将依赖此处所载投资者的保证、承诺、陈述及承认的真实性、完整性及准确性，且投资者同意，若在此处所载任何保证、承诺、陈述、或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及独家保荐人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable) employees, advisors, 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 (if applicable), employees, advisors, 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.
投资者同意及承诺，对于本公司、整体协调人、独家保荐人及全球发售的其他包销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）及其各自的高级职员、董事、监事（如适用）、雇员、顾问、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其高级职员、董事、监事（如适用）、雇员、顾问、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及任何受弥偿方就任何该等申索、诉讼或法律程序而遭受或产生的或因该等申索、诉讼或法律程序而提出异议或抗辩而产生的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方就前述损失及损害作出充分及有效的弥偿。

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.
投资者于本协议的第 6.1、6.2、6.3、6.4 及 6.5 条（视乎情况而言）下作出的同意、确认、陈述、保证及承诺均构成单独的同意、确认、陈述、保证、承诺，及须被视为于上市日期再次作出。

6.7 The Company represents, warrants and undertakes that:
本公司向投资者声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of the PRC;
其依据中国法律妥为注册成立及有效存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
其拥有订立及履行本协议下义务的完全的权力、权限及能力，及已就此采取所有必要行动；

(c) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, 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;
待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，按第 4.3 条交付予投资者的投资者股份为全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股股份享有同等地位。

(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 (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
本公司、本公司的控股股东（以《上市规则》中的定义为准）、集团任何成员及其各自联属人士、董事、监事（如适用）、高级职员、雇员或代理均未与投资者、或其联属人士、董事、监事（如适用）、高级职员、雇员或代理签订任何有悖《上市规则》（包括《上市指南》第 4.15 章）的协议或安排（包括任何附函）；及

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
除本协议规定外，本公司或任何本集团的成员，以及其各自的联属人士、董事、监事（如适用）、高级职员、雇员或代理，均未与政府机关或任何第三方订立任何有关投资者股份的安排、协议或承诺。

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.
本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，以及就国际发售通函而言，投资者应拥有与购买国际发售中 H 股的其他购买股份的投资者相同的权利。

7. TERMINATION
终止

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

(a) in accordance with clauses 3.2, 4.4 or 4.5;
根据第 3.2 条、第 4.4 条或第 4.5 条予以终止；

(b) solely by the Investor, prior to the closing of International Offering, if there is a material breach by the Company of any of the representations, warranties or undertakings given by the Company under clause 6.7 and such breach, if capable of remedy, has not been remedied within a reasonable period following receipt of written notice from the Investor to the Company, the Overall Coordinators and the Sole Sponsor; or
若本公司就其根据第 6.7 条作出的任何陈述、保证或承诺发生重大违约，且该违约（如可补救）在本公司、整体协调人及独家保荐人收到投资者书面通知后于合理期限内未获补救，则投资者有权在国际发售完成前单方面终止本协议；或

(c) 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 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 under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者在国际发售结束日或以前严重违反本协议（包括投资者 （或在条款 5.2 订明的投资者股份转让情况下的投资者附属公司）严重违反其在本协议项下作出的任何陈述、保证、承诺及确认），则可由本公司或任一整体协调人及独家保荐人单方面终止（不论本协议是否已有任何相反规定）；或

(d) with the written consent of all the Parties.
经本协议所有订约方书面同意予以终止。

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

倘若本协议根据第 7.1 条终止，订约方不需继续履行他们在本协议下各自的义务（除下文第 8.1 条载列的保密义务），订约方的权利和责任（除下文第 11 条载列的权利）应终止，且任何订约方均没有任何向其他订约方进行申索，惟任一订约方于该等终止之时或之前按照本协议条款对其他订约方应计的权利或责任则不受此限。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY
公告及机密性

8.1 Save as otherwise provided in this Agreement and any non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Sole Sponsor, and the Investor without the prior written consent of all the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议及任何投资者签订的保密协议另有规定者外，未经其他各方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，本协议可由任何一方：

(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 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;
向联交所、证监会、中国证监会及／或本公司、整体协调人及独家保荐人的受其管辖的其他监管者披露，且投资者的背景信息以及公司与投资者之间的关系可载入由本公司发布的公开文件及本公司、整体协调人及/或独家保荐人就全球发售可能发布或代其发布的营销及路演材料及其他公告；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and
仅在需要知悉的基础上，向该方法律及财务顾问、审计师及其他顾问以及订约方的联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理披露，前提是该方 (i)须促使该方各法律顾问、财务顾问及其他顾问以及该方的联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理了解并遵守本协议所载的所有保密义务，以及 (ii)对该方有关法律顾问、财务顾问及其他顾问以及该方的联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the

SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
或任何一方，如任何法律、监管机构或证券交易所规则（包括联交所、证监会及中国证监会）或联交所规则（包括就本公司而言，根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供公众查阅）有所要求由任一方根据任何适用法律、任何对该方具有管辖权的政府机关或对该方有管辖权的机构（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机关的有约束力的判决、命令或要求披露（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得就本协议或任何相关事宜作出其他提述或披露，惟投资者已咨询本公司、整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的事先书面同意。

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the 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.
本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及独家保荐人及彼等各自的顾问提供任何意见和验证文件。

8.4 The Investor undertakes 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 Overall Coordinators and the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.
投资者承诺，及时就准备任何第 8.1 条要求的披露提供所需的所有协助（包括提供本公司、整体协调人及独家保荐人合理要求的，有关其拥有权（包括其最终实益拥有权）及／或另行与本协议所述事宜相关的进一步信息及／或支持文件），以 (i) 更新在本协议日

期之后的公开文件中对投资者的描述及验证该等描述；及 (ii) 使本公司、整体协调人和独家保荐人能够遵守适用的公司或证券登记及／或有管辖权的监管者（包括但不限于联交所、证监会及中国证监会）的要求。

9. NOTICES
通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
根据本协议交付的通知应采用书面形式，语言英文或中文，并按第 9.2 条规定的方式交付至以下地址：

If to the Company, to:
若发送至本公司：

Address:	11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road Xuhui District, Shanghai, PRC
地址：	中国上海徐汇区虹漕路 88 号越虹广场 B 栋 11 楼及 3 楼
Email:	project_star@transwarp.io
电子邮件：	project_star@transwarp.io
Attention:	Wang Shiyao
收件人：	王诗瑶

If to the Investor, to:
若发送至投资者：

Address:	Unit A, 3/F, Queen's Centre, 58-64 Queen's Road East, Wan Chai, Hong Kong
地址：	香港湾仔皇后大道东 58-64 号帝后商业中心 3 楼 A 单位
Email:	zhaochao02@ieisystem.com
电子邮件：	zhaochao02@ieisystem.com
Attention:	Zhao Chao
收件人：	赵超

If to Haitong Capital, to:
若发送至海通国际资本：

Address:	Suites 3001-3006 and 3015-3016, One International Finance Centre 1 Harbour View Street, Central, Hong Kong
地址：	香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室
Email:	project.star.2025@htisec.com
电子邮件：	project.star.2025@htisec.com

Attention: Project Star 2025 Team
收件人： Project Star 2025 Team

If to Haitong Securities, to:
若发送至海通国际证券：

Address: 28/F, 30/F Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
地址： 香港中环港景街 1 号国际金融中心一期 28 楼、30 楼 3001-3010 室及 3015-3016 室

Email: project.star.2025@htisec.com
电子邮件： project.star.2025@htisec.com

Attention: Project Star 2025 Team
收件人： Project Star 2025 Team

If to Shenwan Hongyuan, to:
若发送至申万宏源 ：

Address: Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong
地址： 香港皇后大道东 1 号太古广场三座 6 楼

Email: ecm@swhyhk.com
电子邮件： ecm@swhyhk.com

Facsimile: (852) 3525 8493
传真： (852) 3525 8493

Attention: ECM
收件人： ECM

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.
根据本协议交付的任何通知应由专人交付或通过传真、电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到；如通过传真发送，则在收到传输确认后视为已收到；若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时；如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10. GENERAL
一般条款

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各订约方确认及声明本协议获其妥为授权、签立及交付，而本协议构成其合法、有效及具约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 The obligations of the Sole Sponsor and the Overall Coordinators as stipulated 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 other parties to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the non-breaching parties 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 other parties, to the extent permitted by applicable Laws.
本协议项下独家保荐人及整体协调人的义务是各别的（而非共同的或共同及各别的）。任何独家保荐人或整体协调人均无需对其他方未能履行其在本协议项下的各自义务承担责任，且该等违约行为不影响任何其他守约方强制执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，各独家保荐人及整体协调人均有权单独或与其他方共同强制执行其在本协议项下的部分或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
除明显错误外，本公司及整体协调人为本协议的目的善意作出有关投资者股份数目及发售价的计算及厘定应为最终决定。

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.
投资者、本公司、整体协调人及独家保荐人应在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及／或批准时通力合作。

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
除非经各方或其代表以书面形式作出并签立，否则对本协议的任何修改或变更均无效。

10.6 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only.
本协议仅以英文签立。本协议载有的中文版本为翻译版本以供参考。

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

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期间均可由各方以共同书面协议的方式延展。

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
除非经各方书面同意终止者外，即使根据第 4 条完成交割，本协议所有条文在可予履行或遵守的范围内仍继续具有完全的效力及作用，除当时已经履行的事项外。

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除了投资者签订的保密协议外，本协议构成各方之间有关投资者对本公司投资的完整协议及谅解。本协议取代所有先前与本协议标的事项有关的承诺、担保、保证、陈述、沟通、谅解及协议（无论书面或口头）。

10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
在本第 10.11 条另有规定的范围内，非本协议订约方的人士并无权根据任《合约(第三者权利)条例》强制执行本协议的任何条款，惟此并不影响第三方拥有或可获得的除《合约(第三者权利)条例》以外的任何权利或救济：

(a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可如同其为本协议缔约方一样，在相同范围内执行并援引第 6.5 条。

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
本协议可被终止、撤销，且任何条款均可被修改、变更或豁免，而无需第 10.11(a)分条提述的人士的同意。

10.12 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 Sole Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
整体协调人及独家保荐人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该整体协调人或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

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

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则不得影响或损害：

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

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议的该等条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assignees, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any

part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, 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.
在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、整体协调人及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
各订约方向其他订约方承诺，其将签署及履行，及促使签署及履行，令本协议条文生效所需的进一步文件及行动。

11. GOVERNING LAW AND JURISDICTION
管辖法律及司法管辖权

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with the laws of Hong Kong.
本协议及各订约方之间的关系受香港法例管辖并据其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.
因本协议引起的或与本协议的违反、终止或无效相关的任何争议、纠纷或索赔（「**争议**」），均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地点为香港。仲裁员人数为三人，仲裁程序语言为英语。仲裁庭的决定和裁决应为终局性的，对双方均有约束力，可在任何有管辖权的法院认可和执行，且双方不可

撤销地和无条件地放弃任何及所有以任何形式向任何司法机关提出上诉、复审或诉诸司法机关的权利，且此种放弃是有效的。尽管有上述规定，双方有权在仲裁庭组成之前向有管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖范围内可获得的临时救济的情况下，仲裁庭应有充分的权力批准临时救济或命令当事人请求法院修改或撤销该法院发布的任何临时或初步救济，并有权因任何当事人未能遵守仲裁庭的命令而判给损害赔偿金。

12. IMMUNITY
豁免权

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

13. COUNTERPARTS
副本

13.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.
本协议可签立任何数量的副本，由本协议各订约方在单独的副本上签立。各个副本均为正本，且所有副本应共同构成同一份协议。通过电邮附件（PDF）或传真交付的本协议已签署副本签字页应为有效的交付方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹证明 各订约方已由其妥为获授权的签字人于文首所示日期签立本协议。

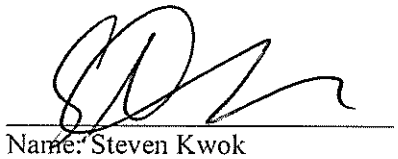
For and on behalf of
代表
TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD.
(星环信息科技（上海）股份有限公司)

Name: SUN Yuanhao
姓名: 孙元浩
Title: Executive Director
职位: 执行董事

For and on behalf of
代表
ELECTRONIC CHANNEL LIMITED

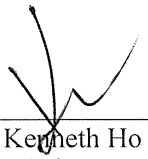
Name: Xu Xiaolong
姓名: 徐小龙
Title: Director
职位: 董事

For and on behalf of
代表
HAITONG INTERNATIONAL CAPITAL LIMITED
海通国际资本有限公司



Name: Steven Kwok
姓名: 郭嘉贤
Title: Managing Director
职位: 董事总经理

For and on behalf of
代表
HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED
海通国际证券有限公司



Name: Kenneth Ho
姓名: 何兆邦
Title: Managing Director
职位: 董事总经理

For and on behalf of
代表
HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED
海通国际证券有限公司
As attorney for and on behalf of
作为授权委托人代表
SHENWAN HONGYUAN SECURITIES (H.K.) LIMITED
申万宏源证券（香港）有限公司

Name: Kenneth Ho
姓名: 何兆邦
Title: Managing Director
职位: 董事总经理

SCHEDULE 1 附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar 35,000,000 (HK$35,000,000) (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.
投资者股份的数目应等于(1) 35,000,000 港元（不包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价所得的数目（向下取整至最接近的每手 100 H 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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.
根据《上市规则》第 18 项应用指引第 4.2 段，《上市指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

Further, the Company and the Overall Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules, including (i) the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, (ii) the requirement pursuant to Rule 18C.08 of the Listing Rules under which at least 50% of the total number of shares initially offered in the initial public offering must be taken up by independent price setting investors, (iii) the requirement on clawback mechanism under Rule 18C.09 of the Listing Rules, (iv) the public float requirements under Rule 19A.13A of the Listing Rules, (v) the free float requirements under Rule 19A.13C of the Listing Rules, and (vi) the placing guidelines set out in Appendix F1 to the Listing Rules.
此外，本公司及整体协调人可全权酌情调整投资者股份数目的分配，以符合《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)条的要求，即三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过公众持有 H 股股份总数的 50%，(ii) 《上市规则》第 18C.08 条的要求，即首次公开发售中最初发售的股份数目总额中至少 50%须由独立定价投资者认购，(iii) 《上市规则》第 18C.09 条有关回拨机制的规定，(iv) 《上市规则》第 19A.13A 条项下的公众持股量规定，(v)《上市规则》第 19A.13C 条下的自由流通量规定，及(vi)《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二
PARTICULARS OF INVESTOR 投资者详情

The Investor
投资者

Place of incorporation: 注册成立地点：	Hong Kong 香港
Certificate of incorporation number: 注册成立证书编号：	3001264
Business registration number: 商业登记号码：	72469016
LEI number: 法律实体识别编码：	Not applicable 无
Business address and telephone number and contact person: 营业地址、电话、联系人：	Unit A, 3/F, Queen's Centre, 58-64 Queen's Road East, Wan Chai, Hong Kong 香港湾仔皇后大道东 58-64 号帝后商业中心 3 楼 A 单位
Principal activities: 主要业务：	Cloud computing and IT infrastructure provider, with its principal businesses covering servers, storage, cloud computing, and data center solutions 云计算与 IT 基础设施提供商，主营业务涵盖服务器、存储、云计算及数据中心解决方案
Ultimate controlling shareholder: 最终控股股东：	IEIT SYSTEMS Co., Ltd. 浪潮电子信息产业股份有限公司（000977.SZ）
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	Jinan, Shandong, China 中国山东济南
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码和法律实体识别编码：	91370000706266601D; Not applicable
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务：	Cloud computing and IT infrastructure provider, with its principal businesses covering servers, storage, cloud computing, and data center solutions

	云计算与 IT 基础设施提供商，主营业务涵盖服务器、存储、云计算及数据中心解决方案
Shareholder and interests held: 股东及持有权益：	Dongsheng Technology Information Co., Ltd., 100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Electronic Channel Limited is a limited company incorporated in Hong Kong, and is a wholly owned subsidiary of IEIT SYSTEMS Co., Ltd. ("**IEIT SYSTEMS**"), a joint stock company, the A shares of which are listed on the Shenzhen Stock Exchange with stock code of 000977. IEIT SYSTEMS is a provider of innovative IT products and solutions in cloud computing, big data, artificial intelligence, and other areas, with its principal business covering data centre solutions including servers, storage, and switches. IEIT SYSTEMS is indirectly and collectively owned as to over 30% by Shandong Provincial State-owned Assets Supervision and Administration Commission. During the Track Record Period, the Company supplied certain companies controlled by Shandong Provincial State-owned Assets Supervision and Administration Commission with AI infrastructure software and related technical services.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places: 相关投资者类别（须包括在联交所的 FINI 承配人名单模板中或要求披露在与承配人有关的 FINI 界面）：	Cornerstone investor

Dated September 9, 2026
2026 年 9 月 9 日

TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD.
星环信息科技（上海）股份有限公司

AND
及

LUOYANG SCIENCE TECHNOLOGY INNOVATE GROUP, LTD.
洛阳科创集团有限公司

AND
及

HAITONG INTERNATIONAL CAPITAL LIMITED
海通国际资本有限公司

AND
及

HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED
海通国际证券有限公司

CORNERSTONE INVESTMENT AGREEMENT
基石投资协议

TABLE OF CONTENTS

目录

Clause 条款

Page 页码

1. DEFINITIONS AND INTERPRETATIONS 定义及解释 2
2. INVESTMENT 投资 11
3. CLOSING CONDITIONS 交割条件 13
4. CLOSING 交割 15
5. RESTRICTIONS ON THE INVESTOR 对投资者的限制 18
6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证 22
7. TERMINATION 终止 38
8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性 39
9. NOTICES 通知 41
10. GENERAL 一般条款 43
11. GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权 46
12. IMMUNITY 豁免权 47
13. PROCESS AGENT 法律程序文件的代收人 48
14. COUNTERPARTS 副本 48

SCHEDULE 1 附表一 INVESTOR SHARES 投资者股份 I-1

SCHEDULE 2 附表二 PARTICULARS OF INVESTOR 投资者详情 II-1

THIS AGREEMENT (this "**Agreement**") is made on September 9, 2026
本协议（「**本协议**」）于 2026 年 9 月 9 日订立

BETWEEN:
订约方为：

(1) **TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD. (星环信息科技（上海）股份有限公司),** a joint stock company incorporated in the People's Republic of China with limited liability whose registered address is at 11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road, Xuhui District, Shanghai, PRC (the "**Company**");
星环信息科技（上海）股份有限公司，于中华人民共和国成立之股份有限公司，注册地址为上海市徐汇区虹漕路 88 号 3 楼、B 栋 11 楼（「**本公司**」）；

(2) **LUOYANG SCIENCE TECHNOLOGY INNOVATE GROUP, LTD. (洛阳科创集团有限公司)**, a company incorporated in Luoyang, Henan Province, China whose registered office is at 10th Floor, Building 11, Tianyuan Free Trade Port, No. 202 Heluo Road, High-tech Zone, Luoyang Area, China (Henan) Pilot Free Trade Zone (the "**Investor**");
洛阳科创集团有限公司，一家在 中国河南洛阳 注册成立的公司，其注册办事处位于中国（河南）自由贸易试验区洛阳片区高新区河洛路 202 号天元自贸港 11 号楼 10 楼（「**投资者**」）；

(3) **HAITONG INTERNATIONAL CAPITAL LIMITED** of Suites 3001-3006 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**Haitong Capital**"); and
海通国际资本有限公司，位于香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室(「**海通国际资本**」)；及

(4) **HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED** of 28/F, 30/F Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**Haitong Securities**").
海通国际证券有限公司，位于香港中环港景街 1 号国际金融中心一期 28 楼、30 楼 3001-3010 室及 3015-3016 室 (「**海通国际证券**」)。

WHEREAS:
鉴于：

(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:
本公司已申请通过全球发售（「**全球发售**」）的方式使其 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) a public offering by the Company for subscription of 700,600 H Shares (subject to reallocation) by the public in Hong Kong (the "**Hong Kong Public Offering**"), and
本公司在香港公开发售 700,600 股 H 股股份（可予重新分配）以供公众认购（「**香港公开发售**」）；及

(ii) a conditional offering of 13,310,200 H Shares (subject to reallocation) offered by the Company outside the United States to investors (including offering to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) (the "**International Offering**").
本公司根据《证券法》（定义见下文）S 规例在美国境外向投资者（包括向香港的专业和机构投资者发售）有条件地配售 13,310,200 股 H 股股份（可予重新分配）（「**国际发售**」）。

(B) Haitong Capital is acting as the sole sponsor (the "**Sole Sponsor**") while Haitong Securitiesis acting as the sponsor-overall coordinator (the "**Sponsor-Overall Coordinator**") and one of the overall coordinators (the "**Overall Coordinators**") and capital market intermediaries of the Global Offering.
海通国际资本担任独家保荐人（「**独家保荐人**」），而海通国际证券担任全球发售的保荐人兼整体协调人（「**保荐人兼整体协调人**」）且为整体协调人（「**整体协调人**」）以及资本市场中介人之一。

(C) The Investor wishes to subscribe for the Investor Shares (as defined below) through QDII as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
受限于及根据本协议列明的条款及条件，投资者希望通过合格境内机构投资者认购作为国际发售一部分的投资者股份（定义见下文）。

IT IS AGREED as follows:
兹协议如下：

1. DEFINITIONS AND INTERPRETATIONS
定义及解释

1.1 In this Agreement, including its schedules, each of the following words and expressions shall have the following meanings:
在本协议中（包括其附表），下列各个词语和表达具有下述涵义：

"**affiliate**" in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;
「**联属人士**」就特定个人或实体而言，除非文意另有所指，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」一词（包括「正在控制」、「被控制」或「在共同控制之下」）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）；

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

"**Aggregate Investment Amount**" means the amount equal to the Offer Price multiplied by the number of Investor Shares;
「**总投资额**」指发售价乘以投资者将根据本协议购买的投资者股份数目之金额；

"**Approvals**" has the meaning given to it in clause 6.2(f);
「**批准**」具有第 6.2(f) 条赋予该词的涵义；

"**associate/close associate**" shall have the meaning ascribed to such term in the Listing Rules and "**associates/close associates**" shall be construed accordingly;
「**联系人**」/「**紧密联系人**」具有《上市规则》赋予该词的涵义，复数形式的「**联系人**」/「**紧密联系人**」应作相应诠释；

"**Brokerage**" means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);
「**经纪佣金**」指根据费用规则（定义见《上市规则》）第 7(1) 段规定按总投资额的 1%计算的经纪佣金；

"**business day**" means any day (other than a Saturday, Sunday or public holiday) on which banks in Hong Kong are generally open for business and on which the Stock Exchange is open for the business of dealing in securities;
「**营业日**」指香港银行通常开门办理业务及联交所开放进行证券交易业务之日（星期六、星期日或公众假期除外）；

"**CCASS**" means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;
「**中央结算系统**」指香港中央结算有限公司设立及运作的中央结算及交收系统；

"**Closing**" means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;
「**交割**」指根据本协议条文订立的认购投资者股份的交割；

"**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;
「**《操守准则》**」指经不时修订、补充或修改的《证券及期货事务监察委员会持牌人或注册人操守准则》；

"**Companies Ordinance**" means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**《公司条例》**」指《公司条例》（香港法例第 622 章），经不时修订、补充或以其他方式修改；

"**Companies (Winding Up and Miscellaneous Provisions) Ordinance**" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;
「**《公司（清盘及杂项条文）条例》**」指《公司（清盘及杂项条文）条例》（香港法例第 32 章），经不时修订、补充或以其他方式修改；

"**connected person/core connected person**" shall have the meaning ascribed to such term in the Listing Rules and "**connected persons/core connected persons**" shall be construed accordingly;
「**关连人士**」/「**核心关连人士**」具有《上市规则》赋予该词的涵义，复数形式的「**关连人士**」/「**核心关连人士**」须据此解释；

"**connected relationship**" shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;
「**关联关系**」具有《中国证监会备案规则》相关配套监管指引赋予该词的涵义并应据此解释；

"**Contracts (Rights of Third Parties) Ordinance**" means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended or supplemented from time to time;
「**《合约（第三者权利）条例》**」指《合约（第三者权利）条例》（香港法例第 623 章），经不时修订或补充；

"**controlling shareholder**" shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and "**controlling shareholders**" shall be construed accordingly;
「**控股股东**」除文义另有规定外，具有《上市规则》赋予该词的涵义，复数形式的「**控股股东**」须据此解释；

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

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;
「**《中国证监会备案规则》**」指中国证监会发布的经不时修订、补充或以其他方式修改的《境内企业境外发行证券和上市管理试行办法》及相关指引；

"**CSRC Filings**" means any letters, filings, correspondences, communications, documents, responses, undertakings and submissions in any form, including any amendments, supplements and/or modifications thereof, made or to be made to the CSRC, relating to or in connection with the Global Offering pursuant to the CSRC Filing Rules and other applicable rules and requirements of the CSRC (including, without limitation, the CSRC Filing Report);
「**中国证监会备案文件**」指根据中国证监会备案规则及中国证监会其他适用规则和要求（包括但不限于中国证监会备案报告）向证监会提交或将要提交的与全球发售有关的任何形式的信函、备案文件、通信、沟通、文件、答复、承诺和提交材料，包括上述文件的任何修订、补充及/或修改；

"**CSRC Filing Report**" means the filing report of the Company in relation to the Global Offering, including any amendments, supplements, and/or modifications thereof, submitted to the CSRC on August 15, 2025 pursuant to Article 13 of the CSRC Filing Rules;
「**中国证监会备案报告**」指本公司根据《中国证监会备案规则》第十三条于 2025 年 8 月 15 日向中国证监会提交的与全球发售有关的备案报告，包括其任何修订、补充及/或修改；

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

(i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares or any interest in them, or that represent the right to receive, such Relevant Shares, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
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) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
订立任何掉期或其他安排，以向他人全部或部分转让该等相关股份的任何实益所有权或当中的任何权益，或该等相关股份或该等其他证券的任何经济后果或所有权附带权利或当中的任何权益；或

(iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
订立直接或间接与于上述 (i) 及 (ii) 任何交易具有相同经济效果的任何其他交易；或

(iv) agreeing or contracting to, or publicly announcing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and "**disposal**" shall be construed accordingly;
同意或订约或公开发布有意向订立上述 (i) 、(ii) 及 (iii) 任何前述交易，在各种情况下，均不论上述(i) 、(ii) 及 (iii) 任何交易是否将以交付相关股份或可转换为或可交换为或可行使为相关股份的其他证券、以现金或以其他方式结算，以及名词形式的「**处置**」须相应解释；

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

「**FINI**」具有《上市规则》赋予该词的涵义;

"**Global Offering**" has the meaning given to it in Recital (A);
「**全球发售**」具有叙文 (A) 赋予该词的涵义;

"**Governmental Authority**" means any governmental, regulatory or administrative commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, judicial body, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational (including, without limitation, the Stock Exchange, the SFC and the CSRC);
「**政府机关**」指任何政府部门、监管当局、行政委员会、理事会、实体、机关或机构，或任何证券交易所、自律组织或其他非政府监管机构，或任何法院、司法机构、审裁处或仲裁机关，不论其属国家、中央、联邦、省、州、区、市、地方级别，国内、国外或超国家的相关组织（包括但不限于联交所、证监会及中国证监会）;

"**Group**" means the Company and its subsidiaries or, where the context so requires, in respect of the period before our Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at that time;
「**集团**」指本公司及其附属公司，或如本协文义已有所指，就本公司成为其现时附属公司的控股公司之前的期间而言，则指有关附属公司（犹如有关公司当时已成为本公司的附属公司）;

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

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

"**Hong Kong Public Offering**" has the meaning given to it in Recital (A);
「**香港公开发售**」具有叙文 (A) 赋予该词的涵义;

"**H Shares**" means the ordinary share(s) in the share capital of the Company with a nominal value of RMB1.00 each, which is/are to be subscribed for and traded in Hong Kong dollars and is/are to be listed on the Stock Exchange;
「**H 股**」指本公司股本中面值为每股人民币 1.00 元的普通股，将以港元认购和交易，并将在联交所上市;

"**Indemnified Parties**" has the meaning given to it in clause 6.5, and "**Indemnified Party**" shall mean any one of them, as the context shall require;
「**受弥偿方**」具有第 6.5 条赋予该词的涵义，单数形式的「**受弥偿方**」应视文意而定，指其中任何一方;

"**International Offering**" has the meaning given to it in Recital (A);
「**国际发售**」具有叙文 (A) 赋予该词的涵义;

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

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

"**Investor Shares**" means the number of H Shares to be subscribed for by the Investor through QDII in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 (*Investor Shares*) and determined by the Company and the Sponsor-Overall Coordinator;
「**投资者股份**」指投资者根据本协议的条款及条件，通过合格境内机构投资者在国际发售中认购的 H 股股份，该等股份数目将根据本协议附表一（*投资者股份*）计算，并由本公司及保荐人兼整体协调人厘定；

"**Laws**" means all laws, statutes, legislation, ordinances, rules, regulations, guidelines, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;
「**法律**」指所有相关司法管辖区的任何有关政府机关（包括但不限于联交所、证监会和中国证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

"**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;
「**征费**」在各种情况下指有关投资者股份总投资额 0.0027% 的证监会交易征费（或于上市日期适用的征费），0.00565%的联交所交易费（或于上市日期适用的交易费）及0.00015%的财汇局交易征费（或于上市日期适用的征费）；

"**Listing Date**" means the date on which the H Shares are initially listed on the Main Board of the Stock Exchange;
「**上市日期**」指 H 股股份首次于联交所主板上市的日期；

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

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

"**Lock-up Period**" has the meaning given to it in clause 5.1;
「**禁售期**」具有第 5.1 条赋予该词的涵义；

"**Offer Price**" means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the H Shares are to be offered or sold pursuant to the Global Offering;
「**发售价**」指根据全球发售拟发售或出售股份的每股 H 股股份的最终港元价格（不包括经纪佣金和征费）；

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

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

"**Preliminary Offering Circular**" means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;
「**初步发售通函**」指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订、补充或以其他方式修改）；

"**Professional Investor**" has the meaning given to it in Part 1 of Schedule 1 to the SFO;
「**专业投资者**」具有《证券及期货条例》附表一第一部赋予该词的涵义；

"**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;
「**自营投资基准**」指投资者以其自有账户及投资目的进行的投资，而非代表任何第三方作为代理人行事，不论该投资是否为该投资者的任何股东或基金投资者谋取利益；

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

"**Public Documents**" means the Preliminary Offering Circular and the International Offering Circular for the International Offering, the Prospectus and application forms to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;
「**公开文件**」指本公司就香港公开发售拟在香港刊发的国际发售的初步发售通函和国际发售通函及招股章程和申请表格，以及本公司就全球发售可能刊发的其他文件和公告（均经不时修订、补充或以其他方式修改）；

"QDII" means Hwabao Trust Co., Ltd., a qualified domestic institutional investor established under the laws of the PRC;
「**合格境内机构投资者**」指华宝信托有限责任公司，一家根据中国法律设立的合格境内机构投资者；

"**Regulation S**" means Regulation S under the Securities Act, as amended, supplemented or otherwise modified from time to time;
「**S 规例**」指《证券法》下的经不时修订、补充或以其他方式修改的 S 规例；

"**Regulators**" has the meaning given to it in clause 6.2(h);
「**监管机构**」具有第 6.2(h) 条赋予该词的涵义；

"**Relevant Shares**" means the Investor Shares subscribed for by the Investor or the Investor Subsidiary (as defined below) (as the case may be) through QDII pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);
「**相关股份**」指投资者或投资者附属公司（定义见下文）（视情况而定）根据本协议通过合格境内机构投资者购买的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组因投资者股份而产生的本公司任何股份或其他证券或权益（不论该些交易是否以现金或其他形式结算）；

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

"**Securities Act**" means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time;
「**《证券法》**」指《1933 年美国证券法》（经不时修订、补充或以其他方式修改）；

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

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

"**Shares**" means the ordinary shares in the share capital of the Company having a nominal value of RMB1.00 each;
「**股份**」指本公司股本中每股面值人民币 1.00 元的普通股；

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

"**subsidiary**" has the meaning given to it in the Companies Ordinance;
「**附属公司**」具有《公司条例》所给予的涵义；

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

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

"**U.S. Person**" has the meaning given to it in Regulation S under the Securities Act.
「**美国人士**」具有《证券法》下的 S 规例所给予的涵义。

1.2 In this Agreement, unless the context otherwise requires:

除非文意另有所指，下列解释规则适用于本协议：

(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;
凡提述「**条款**」、「**子条款**」及「**附表**」之处均指对本协议的条款、子条款或附表的提述；

(b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
索引、条文和附表标题仅为方便而设，不得影响本协议的解释；

(c) the 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 schedules;
附表构成本协议的组成部分，具有于本协议正文列明的相同效力，凡提述本协议之处须包括附表；

(d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
单数形式均包括复数形式，反之亦然；表示一种性别的词语应包括另一种性别；

(e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
凡提述本协议或其他文书均包括任何对本协议或该文书的变更或替换版本；

(f) a reference to a statute, statutory provision, regulation or rule includes a reference:
凡提述法令、法定条文、法规或规则均包括对下列的提述：

  (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, statutory provision, regulation or rule;
  该法令、法定条文、法规或规则经不时合并、修订、补充、修改、重新颁布或被任何法令、法定条文、法规或规则取代后的版本；

  (ii) to any repealed statute or statutory provision, regulation or rule which it re-enacts (with or without modification); and
  任何该法令或法定条文所废除并重新颁布的法令、法定条文、法规或规则（无论有否修改）；及

  (iii) to any subordinate legislation made under it;
  任何按其所订立的附属法例；

(g) a reference to a "regulation" includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organization;

"法规"一词包括任何政府、政府间或超国家组织、机构、部门或任何监管机构、自律组织或其他权威机构或组织的任何规章、规则、官方指令、意见、通知、通告、命令、请求或指南（无论是否具有法律效力）；

(h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

(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);
凡提述「**人士**」均包括提述个人、商号、公司、法人团体、非法人团体或机关、政府、州或州机构、合资企业、组织或合伙企业（不论是否有独立的法律人格）；

(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
凡提述「**包括**」一词均应被诠释为包括但不限于；及

(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.
凡提述香港以外的司法管辖区的任何诉讼、补救措施、方法或司法程序、法律文件、法律地位、法庭、官方，或其他任何法律概念或事宜的任何法律术语，均被视作包括在该司法管辖区内和香港有关法律术语最相近的法律术语。

2. INVESTMENT
投资

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinator and the Sole Sponsor) and other terms and conditions of this Agreement:
在满足下文第 3 条所述条件（或由订约方豁免，但第 3.1(a)、3.1(b)、3.1(c)、3.1(d) 及第 3.1(e)条所载条件不得予以豁免，而第 3.1(f)条所载条件只能由本公司、保荐人兼整体协调人及独家保荐人予以豁免）后及根据本协议的其他条款和条件：

(a) the Investor will through QDII subscribe for, and the Company will issue, allot and place and the Sponsor-Overall Coordinator 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 and/or the QDII, the Investor Shares at the Offer Price under and as part of the International Offering and through the Sponsor-Overall Coordinator and/or its affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
作为国际发售的一部分，投资者将通过保荐人兼整体协调人及/或其联属人士（作为国际发售相关部分的国际包销商的国际代表），按发售价通过合格境内

机构投资者认购，公司将按发售价发行、配发及配售且保荐人兼整体协调人将按发售价向或促使向投资者及/或合格境内机构投资者分配及/或交付（视情况而定）投资者股份；及

(b) the Investor will pay, and/or procure the QDII to pay, the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.
投资者将按照第 4.2 条就投资者股份支付及/或促使合格境内机构投资者支付总投资额、经纪佣金和征费。

2.2 The Investor may elect by notice in writing served to the Company, the Sponsor-Overall Coordinator and the Sole Sponsor not later than five business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor (the "**Investor Subsidiary**") that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:
投资者可选择向本公司、保荐人兼整体协调人及独家保荐人以在上市日期前不少于 五 个营业日书面通知通过投资者的全资附属公司（「**投资者附属公司**」）认购投资者股份，而该附属公司为专业投资者及是 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，前提是：

(a) the Investor shall procure such Investor Subsidiary on such date to provide to the Company, the Sponsor-Overall Coordinator 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 Investor Subsidiary, and
投资者应促使上述投资者附属公司在当天向本公司、保荐人兼整体协调人及独家保荐人提供书面确认，表明其同意受本协议中由投资者所给予的协议、陈述、保证、承诺、承认及确认约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者代表自身及上述投资者附属公司所作出；及

(b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Sponsor-Overall Coordinator and the Sole Sponsor the due and punctual performance and observance by such 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.
投资者 (i) 无条件及不可撤销地向本公司、保荐人兼整体协调人及独家保荐人保证上述投资者附属公司及时及准时履行及遵守其在本协议下的协议、义务、承诺、保证、陈述、赔偿、同意、承认确认及契诺；及 (ii)承诺将按照第 6.5 条一经要求即向各受弥偿方作出完全及有效的弥偿，并按要求始终使其得到弥偿。

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Sponsor-Overall Coordinator or the Sole Sponsor any sum which such Investor Subsidiary is liable to pay under this Agreement and to

perform promptly on demand any obligation of such Investor Subsidiary under this Agreement without requiring the Company, the Sponsor-Overall Coordinator or the Sole Sponsor first to take steps against such Investor Subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such Investor Subsidiary.
投资者在本第 2.2 条下的义务构成应公司、保荐人兼整体协调人或独家保荐人要求支付该投资者附属公司根据本协议应付的任何款项及应要求及时履行该投资者附属公司在本协议下的任何义务的直接、首要及无条件义务，而无需本公司、保荐人兼整体协调人及独家保荐人先行向上述投资者附属公司或任何其他人士作出行动。除另有指明，本协议中「投资者」一词应诠释为包括投资者附属公司。

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Sponsor-Overall Coordinator in accordance with Schedule 1*(Investor Shares)*, and such determination will be conclusive and binding on the Investor, save for manifest error.
本公司和整体协调人（代表自身及全球发售包销商）将按他们可能同意的方式厘定发售价。投资者将购买的投资者股份的确切数目将由本公司和保荐人兼整体协调人根据附表一（*投资者股份*）厘定，而且有关厘定将为最终定论且对投资者有约束力，除非存在明显错误。

3. CLOSING CONDITIONS
交割条件

3.1 The Investor's obligation under this Agreement to subscribe for through QDII, and obligations of the Company and the Sponsor-Overall Coordinator to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinator and the Sole Sponsor) at or prior to the Closing:
投资者在本协议项下通过合格境内机构投资者认购投资者股份的义务，以及本公司和保荐人兼整体协调人根据第 2.1 条发行、配发、配售、分配及交付（视情况而定）的义务，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，仅在以下各项条件于交割时或之前均已满足或经各方共同豁免（但第 3.1(a)、3.1(b)、3.1(c) 、3.1(d) 及 3.1(e)条所载条件不得予以豁免，而第 3.1(f) 条所载条件只能由本公司、保荐人兼整体协调人及独家保荐人予以豁免）方可作实：

(a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
香港公开发售包销协议和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以豁免或更改），且上述包销协议均未予以终止；

(b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);
整体协调人（代表自身和全球发售包销商）和本公司已就全球发售议定发售价；

(c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the H Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;
联交所上市委员会已批准 H 股股份（包括投资者股份及其他适用的豁免及批准）上市及买卖，有关批准、准许或豁免在股份开始于联交所买卖前未被撤销；

(d) the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to the commencement of dealings in the H Shares on the Stock Exchange;
中国证监会已接受中国证监会备案文件，并在其网站上公布备案结果，且该等接受通知及/或已公布的备案结果在 H 股于联交所开始交易前未被拒绝、撤回、撤销或宣布无效；

(e) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
任何政府机关未制定或公布任何禁止开始香港公开发售、国际发售或本协议所预期的交易的法律，以及具有司法管辖权的法院概未作出阻止或禁止开始有关交易的有效命令或禁止令；及

(f) the respective representations, warranties, undertakings and confirmations of the Investor under this Agreement are, as of the date of this Agreement, and will remain, as of the Listing Date, accurate and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.
投资者于本协议的声明、保证、承诺和确认均属（截至本协议日期）及将属（截至上市日期）准确、真实且不具误导性，以及投资者未违反本协议。

3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c), 3.1(d) and 3.1(e) cannot be waived and the conditions under clause 3.1(f) can only be waived by the Company, the Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and the Sole Sponsor), the obligation of the Investor to purchase, and the obligations of the Company and the Sponsor-Overall Coordinator 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 and/or QDII under this Agreement to any other party will be repaid to the Investor and/or QDII (as the case may be) by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Sponsor-Overall Coordinator 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 respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.
倘订约方于 本协议日期后一百八十（180）天（或本公司、投资者、保荐人兼整体协调人及独家保荐人之间可能书面约定的其他日期）当日或之前未能履行或豁免第 3.1 条所载的任何条件（但第 3.1(a)、3.1(b)、3.1(c) 、3.1(d) 及第 3.1(e)条所载条件不得予以豁免，而第 3.1(f) 条所载条件只能由本公司、保荐人兼整体协调人及独家保荐人予以豁免），则投资者认购投资者股份的义务，及本公司和保荐人兼整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务将终止，且投资者及/或合格境内机构投资者根据本协议支付的任何款项须不计利息在商业可行的情况下尽快退还予投资者及/或合格境内机构投资者（视情况而定），而本协议将终止及失效，且本公司、保荐人兼整体协调人及/或独家保荐人的所有义务及责任均将终止及终结；惟本协议依据第 3.2 条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本条款不得被解释为授予投资者权利以纠正于截至本条上述日期之期间任何违反投资者分别作出的声明、保证或承诺或承认的行为。

3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators, the Sole Sponsor and the other underwriters of the Global Offering to the Investor or the QDII will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators, the Sole Sponsor and/or the other underwriters of the Global Offering or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors, staff, associates, partners, agents and representatives on the basis that the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents.
投资者确认，无法保证全球发售将会完成或不会延迟或终止，亦无法保证发售价将处于公开文件所载的指示性范围内，若全球发售在所预期的日期及时间前因故延迟或终止、未能进行或未完成或根本无法完成，或发售价不处于公开文件所载的指示性范围内，则本公司、整体协调人、独家保荐人及其他全球发售的包销商概不对投资者或合格境内机构投资者承担任何责任。投资者特此放弃由于全球发售出于任何原因延迟或终止、未在拟议日期及时间之前进行、完成或根本无法完成、或发售价不处于公开文件所在的指示性范围内，而向本公司、整体协调人、独家保荐人及／或其他全球发售的包销商或其各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

4. CLOSING
交割

4.1 Subject to clause 3 and this clause 4, the Investor will through QDII subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Sponsor-Overall Coordinator (and/or its affiliates) in its capacity as the representative of the

international underwriters of the 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 in accordance with this Agreement.
受第 3 条及本第 4 条规限，投资者将通过合格境内机构投资者依据国际发售及作为国际发售的一部分，通过作为国际发售的国际包销商的代表身份的保荐人兼整体协调人（及/或其各自的联属人士）认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本协议载明的时间及方式予以认购。

4.2 The Investor shall make, or procure QDII to make, full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies 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 Sponsor-Overall Coordinator 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.
投资者应当/或应促使合格境内机构投资者于上市日期上午 8 时正（香港时间）或之前以同日资金结算方式以立即可用的结算资金以港元通过电汇向保荐人兼整体协调人于上市日期前不迟于一个完整营业日书面通知予投资者的港元银行账户全额支付所有投资者股份的总投资额及相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括付款账户的详情及投资者根据本协议应付的总金额。

4.3 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 and/or QDII, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit on the Listing Date to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Sponsor-Overall Coordinator in writing no later than two (2) business days prior to the Listing Date.
根据第 4.2 条就投资者股份如期付款后，向投资者交付投资者股份应通过中央结算系统作出，作出方式为于上市日期将投资者股份直接存入中央结算系统中，以寄存于投资者不晚于上市日期前两个营业日书面通知予保荐人兼整体协调人的该中央结算系统投资者参与账户或中央结算系统股份账户。

4.4 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 Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and the Sole Sponsor shall cease and terminate (but without prejudice to any claim which the Company, the Sponsor-Overall Coordinator 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 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, or procure the QDII 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 of the terms of this Agreement.

倘若总投资额及相关经纪佣金及征费（不论全部或部分）并非以本协议中所指明的时间及方式所支付，则本公司、保荐人兼整体协调人及独家保荐人保留权利，以他们各自的绝对酌情权，终止本协议。在此情况下，本公司、保荐人兼整体协调人及独家保荐人的所有义务及责任将停止及终结（但不得损害本公司、保荐人兼整体协调人及独家保荐人因投资者未能履行本协议下义务而可能针对投资者提出的任何申索）。对于受弥偿方因投资者未能（或未能促使合格境内机构投资者）根据 6.5 条全额支付总投资额、经纪佣金和征费或未遵守本协议任何条款而遭受或招致的任何损失及损害，在任何情况下，投资者应全权负责并对受弥偿方的前述损失及损害在税后的基础上作出充分弥偿。

4.5 Each of the Company, the Sponsor-Overall Coordinator, the Sole Sponsor and/or their respective subsidiaries, affiliates, directors, supervisors (if applicable), officers, employees, advisors, associates, partners, agents and representatives shall not be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement and shall be entitled to terminate this Agreement if they are prevented or delayed from performing their obligations under this Agreement as a result of circumstances beyond their (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international or 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 and 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, labour dispute and changes in any existing or future Laws, any existing or future act of governmental activity or the like.

本公司、保荐人兼整体协调人、独家保荐人及/或其各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、联系人、合伙人、代理及代表因超出其（视情况而定）控制的情况，包括但不限于天灾、洪水、疾病、流行病或大流行病的爆发或升级、宣布国家、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、政府运作瘫痪、公共秩序混乱、政治动荡或敌对行动的威胁或升级或爆发、战争（无论宣战或未宣战）、恐怖主义、火灾、暴乱、叛乱、内乱、罢工、停工或工人的其他集体行为、一般电力或其他供应故障、撞机事件、意外或机械或电气故障、技术或计算机故障、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，任何现有或未来的政府活动等类似情形，而未能或延迟履行本协议项下各自的义务，则彼等无需对对未能或延迟履行本协议项下各自的义务承担责任（不论共同或各别），且彼等各自应有权终止本协议。

4.6 In the event, in the opinion of the Company and the Sponsor-Overall Coordinator, that (i) the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, (ii) the requirement pursuant to Rule 18C.08 of the Listing Rules under which at least 50% of the total number of shares initially offered in the initial public offering must be taken up by independent price setting investors, (iii) the requirement on clawback mechanism under Rule 18C.09 of the Listing Rules, (iv) the public float requirements under Rule 19A.13A(2) of the Listing Rules, or (v) the free float requirements under Rule 19A.13C(2) of the Listing Rules, cannot be satisfied, the Sponsor-Overall Coordinator and the Company have the right to adjust the

allocation of the number of Investor Shares to be purchased by the Investor through QDII in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3), Rule 18C.08, Rule 18C.09, Rule 19A.13A(2) and Rule 19A.13C(2) of the Listing Rules.

若本公司及保荐人兼整体协调人认为不能满足(i)《上市规则》第 8.08(3)条项下的要求，即本公司的三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过公众持有 H 股股份总数的 50%， (ii)《上市规则》第 18C.08 条的要求，即首次公开发售中最初发售的股份数目总额中至少 50%须由独立定价投资者认购，(iii) 《上市规则》第 18C.09 条有关回拨机制的规定，(iv) 《上市规则》第 19A.13A(2)条有关公众持股量的规定，或(v) 《上市规则》第 19A.13C(2)条有关自由流通量的规定，则保荐人兼整体协调人及本公司有全权酌情权调整分配可供投资者通过合格境内机构投资者认购的投资者股份数目，以满足《上市规则》第 8.08(3)条、第 18C.08 条、第 18C.09 条、第 19A.13A(2)条及 19A.13C(2)条项下的要求。

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

5.1 Subject to clause 5.2, the Investor for itself and on behalf of the Investor Subsidiary (where the Investor Shares are to be held by such Investor Subsidiary) agrees, covenants with and undertakes to the Company, the Sponsor-Overall Coordinator and the Sole Sponsor that without the prior written consent of each of the Company, the Sponsor-Overall Coordinator 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 of six (6) months starting from and inclusive of 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 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; (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or enter into or publicly announce its intention to enter into any transaction as 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 (or an agreement or contract, or an announcement of an intention, for a disposal) of any Relevant Shares at any time after the Lock-up Period, the Investor shall, and shall cause its affiliates (including but not limited to the Investor Subsidiary) to ensure that (a) such disposal will comply with all applicable Laws and rules of securities exchanges of all competent jurisdictions, including but not limited to the Listing Rules, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Companies Ordinance and the SFO; (b) such disposal will not create a disorderly and false market in the H Shares; and (c) will not enter into any such transaction with a person who engages directly or indirectly in a business that competes or potentially competes with the business of the Company or with any other entity that is, directly or indirectly, a holding company, a subsidiary, an affiliate or an associate (as defined in the Listing Rules) of such person without the prior written consent of each of the Company, the Sole Sponsor and the Sponsor-Overall Coordinator.

在第 5.2 条的规限下，投资者代表其本身並代表投资者附属公司（当投资者股份将由该投资者附属公司持有之时）同意，承诺并向本公司、保荐人兼整体协调人及独家保荐人保

证，未经本公司、保荐人兼整体协调人及独家保荐人的事先书面同意，投资者不会且将促其联属人士不会自上市日期（包含该日）起六个月期限内（「**禁售期**」）的任何时间（不论直接或间接），(i) 处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表获得上述任何证券权利之证券，或同意、签订协议或公开宣布有意进行此类交易；(ii) 允许自身有控制上的转变（于证监会的《公司收购、合并及股份回购守则》中定义）；(iii) 订立与于上述交易具有相同经济效果的任何其他交易；或(iv)同意或缔约或公开宣布有意开展上述第(i)、(ii)及(iii)项所描述的任何交易；就上述(i)、(ii)及(iii)项所述的任何交易而言，无论是以交付相关股份或可转换、可认购或可交换相关股份的其他证券进行实物交割，还是以现金或其他方式进行结算，若在禁售期之后任何时间处置(或处置的协议、合同或意向的公告)任何相关股份，则投资者将且将使其联属人士（包括但不限于投资者附属公司）确保:(a) 该处置行为将遵守所有适用的法律以及所有相关司法管辖区的证券交易所的规则，包括但不限于《上市规则》、《公司（清盘及杂项条文）条例》、《公司条例》和《证券及期货条例》;(b)该处置行为不会导致 H 股出现混乱或虚假市场;(c)未经公司、独家保荐人及保荐人兼整体协调人各自的书面同意，不会与任何从事直接或间接与公司业务竞争或潜在竞争的业务的主体，或与任何其他主体（该主体直接或间接为该等主体的控股公司、附属公司、联属人士或联系人，以《上市规则》中的定义为准）进行任何此类交易。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
第 5.1 条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是：

(a) no less than ten (10) business days' prior written notice of such transfer is provided to the Company, the Sole Sponsor and the Sponsor-Overall Coordinator, which contains the identity of such Investor Subsidiary and such evidence, to the satisfaction of the Company, the Sole Sponsor and the Sponsor-Overall Coordinator, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Sole Sponsor and the Sponsor-Overall Coordinator may require;
在进行该转让之前，向公司、独家保荐人及保荐人兼整体协调人提供不少于十个工作日的书面通知，该通知应包含投资者附属公司的身份信息，以及公司、独家保荐人及保荐人兼整体协调人可能要求的、令其满意的证据，以证明拟受让方是投资者的全资附属公司。

(b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favour of the Company, the Sponsor-Overall Coordinator 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;
在进行该转让之前，该全资附属公司给予书面承诺（以本公司、保荐人兼整体协调人及独家保荐人为受益人，且格式及内容均令本公司、整体协调人及独家保荐人满意）同意，且投资者给予书面承诺同意促使该全资附属公司将受投资者于本协议下的义务的约束，包括但不限于第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

(c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;
该全资附属公司应被视为给予与第 6 条中相同的确认、确定、承诺、陈述及保证；

(d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
投资者及该全资附属公司应被视为所有投资者股份的投资者，并共同及各别承担本协议下的所有责任及义务；

(e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Sponsor-Overall Coordinator 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
在禁售期届满前的任何时间，若该全资附属公司即将或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及在不再是投资者的全资附属公司之前，将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须发出书面承诺（以令本公司、整体协调人及独家保荐人满意的格式及内容，并以本公司、保荐人兼整体协调人及独家保荐人为受益人）同意，及投资者须发出书面承诺，表示同意促致该附属公司将受本协议项下的义务约束，包括但不限于本第 5 条所载对投资者施以的限制，并在本协议项下作出相同的确认、承诺、陈述和保证，犹如该全资附属公司自身受限于该等义务及限制，投资者及投资者的该全资附属公司须被视为他们所持有的所有相关股份的投资者，并须共同及各别承担本协议施加的所有责任及义务；及

(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.
全资附属公司为 (i) 非美国人士；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得相关股份。

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Sponsor-Overall Coordinator 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 if 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 in the total issued share capital of the

Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules (as amended and replaced by Rule 19A.13A)) to fall below the required percentage set out in the Listing Rules and applicable to the Company from time to time. The Investor agrees to promptly notify the Company, the Sponsor-Overall Coordinator and the Sole Sponsor in writing if it comes to its attention of any of the abovementioned situations.
投资者同意及承诺，除非取得本公司、保荐人兼整体协调人及独家保荐人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总股权（直接及间接）应低于本公司于任何时间的全部已发行股本的 10%（或于《上市规则》中不时就「主要股东」的定义规定的其他百分比），且其于上市日期后 12 个月内不会成为《上市规则》定义的本公司核心关连人士，并且投资者及他们各自的紧密联系人在本公司已发行总股本中的总持股量（直接或间接） 不应导致持有本公司证券股本的公众人士（根据《上市规则》的规定及联交所的解释，包括但不限于《上市规则》第 8.08 条（被第 19A.13A 条修订并取代））低于《上市规则》所规定的并不时适用于本公司的百分比。投资人同意在发现上述任何情况时，及时以书面形式通知本公司、保荐人兼整体协调人及独家保荐人。

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 Sponsor-Overall Coordinator and/or the Sole Sponsor, provide reasonable evidence to the Company, the Sponsor-Overall Coordinator 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.
投资者同意投资者将以自营投资基准持有本公司的股本，及在本公司、保荐人兼整体协调人及／或独家保荐人的合理要求下向本公司、保荐人兼整体协调人及独家保荐人提供合理证明，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及应确保其任何控股股东、联系人及其各自的实益拥有人均不会在簿记建档的过程中认购 H 股股份（投资者股份除外）或在香港公开发售中作出 H 股股份申请。

5.6 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Chapter 4.15 of the Listing Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholders of the Company, any other member of the Group or their respective affiliates, associates, directors, supervisors (if applicable), officers, employees or agents. The Investor further confirms and undertakes that none of them or their affiliates, associates, directors, supervisors (if applicable), officers, employees, or agents has or will enter into such arrangements or agreements.
投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理概不得与本公司、本公司的控股股东、集团的任何其他成员或其各自的联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理订立任何与《上市规则》（包括上市指南第 4.15 章 或由香港监管者出版的书面指引）不一致或相悖协议或安排，包括任何附函。投资者进一步确认并承诺，他们或其联属人士、联系人、董事、监事（如适用）、高级职员、雇员或代理均没有或将不会签订此类安排或协议。

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

6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Sponsor-Overall Coordinator and the Sole Sponsor that:
投资者向本公司、保荐人兼整体协调人及独家保荐人承认、同意及确认：

(a) each of the Company, the Sponsor-Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Sponsor-Overall Coordinator, the Sole Sponsor and their respective affiliates, directors, supervisors (if applicable), officers, employees, agents, advisors, associates, partners and representatives 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 that the Offer Price is not within the indicative range set forth in the Public Documents;
本公司、保荐人兼整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价将会处于公开文件所载的指示性范围内，而如果全球发售因任何原因而延迟、未进行或未完成，前述人士概不会对投资者负有任何责任，投资者特此放弃（如有）因全球发售未能按预期日期及时间或根本未完成，或发售价不处于公开文件所载的指示性范围内，而向公司、保荐人兼整体协调人、独家保荐人及其各自的联属人士、董事、监事（如适用）、高级职员、雇员、代理、顾问、联系人、合伙人和代表提出任何索赔或诉讼的权利；

(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 for public inspection in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules. In this connection, the Investor will furnish all such information to the Sole Sponsor and the Sponsor-Overall Coordinator as required for the purpose of facilitating the Sole Sponsor and the Sponsor-Overall Coordinator in meeting 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 enquiries on the Investor);
本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销材料中披露，而且公开文件及该等其他营销材料及公告

会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供公众查阅。鉴于此，投资者将向独家保荐人及保荐人兼整体协调人提供为促使其履行《上市规则》及《证监会持牌人或注册人操守准则》规定之义务与责任所需的一切相关信息（包括但不限于开展对投资者的尽职审查所需信息）；

(c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators, and all such information is true, complete and accurate in all respects and is not misleading;
根据《上市规则》或在 FINI 上须提交给联交所的有关投资者的资料将与本公司、联交所、证监会及其他必要的监管者共享，并将列入综合承配人名单，该名单将在 FINI 上向整体协调人披露，并且所有该等信息在任何方面均为真实、完整、准确且不具误导性；

(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;
发售价将完全根据全球发售的条款和条件厘定，投资者并无任何权利对此作出任何反对；

(e) the Investor Shares will be subscribed for by the Investor (through QDII) through the Sponsor-Overall Coordinator and/or its affiliates in its capacity as representative of the international underwriters of the International Offering;
投资者股份将由投资者（通过合格境内机构投资者）通过保荐人兼整体协调人及/或其联属人士以其作为国际发售的国际包销商的代表身份购买；

(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;
投资者将根据及依据本公司组织章程大纲、章程细则及本协议的条款和条件接受投资者股份；

(g) the number of Investor Shares may be affected by re-allocation of H Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
投资者股份的数量可受到在香港公开发售及国际发售期间按《上市规则》第 18 项应用指引及《上市指南》第 4.14 章而作出 H 股股份的重新分配，或联交所不时批准及适用于本公司的该等比率；

(h) the Sponsor-Overall Coordinator and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (i) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders; 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) Rule 18C.08 of the Listing Rules which provides that at least 50% of the total number of shares initially offered in the initial public offering must be taken up by independent price setting investors; or (v) the requirement on clawback mechanism under Rule 18C.09 of the Listing Rules;
保荐人兼整体协调人及本公司可全权酌情调整投资者股份数目的分配，以符合(i)《上市规则》第 8.08(3)条的规定，该规则规定上市日期由三大公众股东实益拥有的 H 股股份不得超过公众持有 H 股股份的 50%；或(ii) 《上市规则》第 8.08(1)条（经第 19A.13A 条修订并替代）所规定的或经联交所另行批准的最低公众持股量要求；或(iii)《上市规则》第 8.08A 条（经第 19A.13C 条修订并替代）所规定的自由流通量要求；或(iv)《上市规则》第 18C.08 条之规定，即首次公开发售中最初发售的股份数目总额中至少 50%必须分配予独立定价投资者；或(v) 《上市规则》第 18C.09 条有关回拨机制的规定；

(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;
在接近签订本协议时，或其后的任何在国际发售完结前的时间，本公司、整体协调人及独家保荐人已经或打算和一个或多个其他投资者签订类似投资的协议作为国际发售的一部份；

(j) 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;
投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区进行，而有关司法管辖区适用法律允许者除外；

(k) 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;
投资者明白及同意投资者股份的转让仅可根据《证券法》S 规例在美国境外通过「离岸交易」（定义见《证券法》S 规例）进行，并根据任何美国州份及任何其他司法管辖区适用的证券法律，及代表投资者股份的任何股票须附有以上大致情况的备注；

(l) it understands that none of the Company, the Overall Coordinators, the Sole Sponsor or any of the international underwriters of the International Offering has made any representation

as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
投资者明白，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均无就《证券法》下第 144 条或用于后续再销售、转售、质押或转让投资者股份的任何其他豁免登记规定的可用性作出任何声明；

(m) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
除第 5.2 条规定外，若投资者的全资附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

(n) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(n)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the H Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
投资者已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的关于本公司及其联属人士的重大非公开信息及／或内幕信息（定义见《证券及期货条例》）：(i) 除按需知情基准向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问和代表（「**获授权代表**」）披露仅作评估投资投资者股份用途外不得向任何人士披露有关信息，直至有关信息在投资者、或其任何获授权代表没有过失的情况下变成公开信息； (ii) 彼等各自将尽最大努力确保其获授权代表（按照第 6.1(n)条将有关信息透露予上述人士）不会向获授权代表以外人士披露有关信息； 以及 (iii)彼等各自将确保其获授权代表（按照第 6.1(n)条将有关信息透露予上述人士）不会以将导致任何违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的法律的方式，直接或间接购买、出售或以其他方式买卖或交易 H 股或本公司或任何联属人士或联系人的股份；

(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:
本协议、招股章程草案、初步发售通函草案，所载信息以保密基础提供予投资者，任何其他可能已以保密基础提供予投资者及／或其代表的材料（不论书面或口头上的）均不可向任何其他人复制、披露、传阅或散播，及已经提供予投资者的任何其他信息或材料可予更改及更新，投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：

(i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the QDII 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 and/or its representatives shall form the basis of any contract or commitment whatsoever;
招股章程草案、初步发售通函草案或可能提供予投资者、合格境内机构投资者及／或其各自代表的任何其他材料均不构成于不允许发售、招揽或销售的任何司法管辖区有关购买任何股份或证券的出售要约或要约邀请，及任何载于招股章程草案、初步发售通函草案或可能提供予投资者及／或其代表的任何其他材料（不论书面或口头上）均不构成任何合约或承担的基础；

(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 QDII and/or their respective representatives; and
不得依据初步发售通函草案或招股章程草案或可能提供予投资者、合格境内机构投资者及/或其各自代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何 H 股或其他证券的要约或邀请；及

(iii) 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 QDII, 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);
初步发售通函草案或招股章程草案或可能提供予投资者及/或合格境内机构投资者的任何其他材料（不论书面上或口头上）有可能在本协议签订后再作出更改，投资者不应倚赖相关草案来决定是否投资于投资者股份。投资者亦对上述修改（如有）作出同意并舍弃与上述修改（如有）相关的权利；

(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;
本协议无论如何不构成在美国或任何其他司法权区作出出售的证券要约；

(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 Sponsor-Overall Coordinator 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;
其已获提供其认为对评估认购投资者股份的事实情况及风险属必要或可取的所有信息，及被给予询问本公司、保荐人兼整体协调人或独家保荐人有关本公司、投资者股份或其认为对评估认购投资者股份的事实情况及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供由投资者或代投资者要求的有关投资者股份的所有文件和信息；

(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, the Sole Sponsor and/or the other underwriters of the Global Offering (including their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Sole Sponsor, the other underwriters of the Global Offering and their respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained the International Offering Circular;
在作出投资决定时，投资者仅依赖且将仅依赖本公司发布的国际发售通函所提供的信息，及并未或将不会依赖本公司、整体协调人、独家保荐人及／或其他全球发售的包销商或代本公司、整体协调人、独家保荐人及／或其他全球发售的包销商（包括其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）于本协议日期或之前提供给投资者，且可能与国际发售通函中提供的信息相冲突、未载入当中或被当中信息所取代的任何其他信息，以及本公司、整体协调人、独家保荐人、其他全球发售的包销商及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息的准确性或完整性作出任何声明及提供任何保证或承诺，且本公司、整体协调人及其各自顾问及其各自董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士不因使用或依赖该等信息而曾经或将会对投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何责任；

(s) none of the Overall Coordinators, the Sole Sponsor, the other underwriters and their respective directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith; and except as provided in the Public Documents, none of the Company and its directors, supervisors (if applicable), officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor or the QDII as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or its subsidiaries or as to any other matter relating thereto or in connection therewith;
整体协调人、独家保荐人、其他包销商或他们各自的董事、监事（如适用）、高级职员、雇员、附属公司、代理、代表、联系人、合伙人及联属人士概无就投资者股份的亮点或投资者股份的认购、购买或发售作出任何保证、声明或推荐意见。独家保荐人、整体协调人、包销商或他们各自的附属公司、联属人士、董事、监事（如适用）、高级职员、雇员、代理、代表、联系人、合伙人及顾问概无就本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或推荐意见；及除非公开文件作出规定，否则本公司及其附属公司、代理、联属人士、联系人、代表及顾问均不对本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者或合格境内机构投资者作出任何保证、声明或推荐意见；

(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;
投资者会遵守本协议下不时适用于其的所有限制（如有）、《上市规则》及任何适用法律下不时适用其处置（直接或间接）任何相关股份（就此而言其属或将为（直接或间接）或招股章程显示为实益拥有人）的所有限制（如有）；

(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 other underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Sole Sponsor, the other underwriters in connection with the Global Offering or their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives takes any responsibility as to any tax, legal, currency or other economic or other consequences of the acquisition of or in relation to any dealings in the Investor Shares,;

其已就本公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、独家保荐人或其他全球发售的包销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或宽慰，及本公司、整体协调人、独家保荐人、其他全球发售的包销商或其各自联系人、联属人士、董事、监事（如适用）、高级人员、雇员、合伙人、顾问或代表均不对认购投资者股份或有关交易投资者股份的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果承担责任；

(v) its understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Sole Sponsor, the underwriters, their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors or representatives have made no assurances that a public market will ever exist for the Investor Shares;
其明白，投资者股份目前并无公开市场，及本公司、整体协调人、独家保荐人、包销商或他们各自的联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表并未就将存在投资者股份的公开市场作出任何担保；

(w) 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, the other underwriters of the Global Offering or any of their respective associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents or representatives to the Investor or its subsidiaries or the QDII will arise;
若全球发售因故推迟或终止或未完成，则本公司、整体协调人、独家保荐人、其他全球发售的包销商或其各自任何联系人、联属人士、董事、监事（如适用）、高级职员、雇员、顾问、代理或代表概不对投资者或其附属公司或合格境内机构投资者负有任何法律责任；

(x) the Company and the Sponsor-Overall Coordinator will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively; and
本公司及保荐人兼整体协调人对变更或调整(i)全球发售项下待发行的股份的数目；及(ii) 香港公开发售及国际发售项下分别待发行的 H 股股数拥有绝对酌情权；及

(y) 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.
投资者同意投资者股份的相关总投资额及相关经纪佣金和征费，须于上市日期香港时间上午 8 时正或之前缴付。

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Sponsor-Overall Coordinator and the Sole Sponsor that:
投资者进一步向本公司、保荐人兼整体协调人及独家保荐人声明、保证和承诺：

(a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
其根据其注册成立地点的法律依法注册成立并有效存续，及并无任何清盘呈请、清盘命令或通过的关于清算或清盘的有效决议案；

(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;
其具有按当前方式拥有、使用、租赁及经营其资产，及按当前方式开展其业务的法定权利和权限；

(c) 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, and the arrangement with the QDII to effect the transactions contemplated hereunder) 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;
其拥有签订及交付本协议、订立及开展本协议项下拟议的交易及履行本协议项下义务的全部权力、权限及能力，且已采取所有相关必要行动（包括取得任何政府机关或监管机构或第三方的所有同意、批准及授权，以及与合格境内机构投资者就本协议项下拟进行的交易达成安排）；

(d) the QDII (i) is a qualified domestic institutional investor duly licensed or approved in accordance with all applicable PRC laws and regulations, (ii) is validly existing under the PRC laws and regulations, and has not been subject to any resolution, petition or order for liquidation or winding up and no receiver has been appointed in respect of any of its undertaking, property or assets, and (iii) has the legal right and authority and full power and effective qualification and capacity, as well as has taken all actions (including obtaining all necessary consents, approvals and authorisations from any governmental and regulatory bodies or third parties and the arrangement with the Investor to effect the transactions contemplated hereunder) required to execute and deliver this Agreement, enter into an carry out the transactions as contemplated in this Agreement and perform its obligations in connection with the transactions contemplated hereunder;
合格境内机构投资者 (i) 是已根据所有适用的中国法律法规获得正式许可或批准的合格境内机构投资者；(ii) 根据中国法律法规合法存续，且未受到任何清算或解散决议、申请或命令的约束，其任何业务、财产或资产均未被指定接管人；及(iii) 具有签署和交付本协议、订立和进行本协议项下拟进行的交易以及履行其与本协议项下拟进行的交易相关的义务所需的全部法律权利、权限、权力、有效资格和能力，并已采取所有必要的行动（包括取得任何政府机关或监管机构或第三方的所有同意、批准及授权，以及与投资者就本协议项下拟进行的交易达成安排）；

(e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
本协议已获投资者妥为授权、执行及交付，及构成可依据本协议条款对其强制执行的合法、有效及具有约束力的义务；

(f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
其已采取及将在本协议期间采取履行本协议下义务、令本协议下拟议的交易及本协议生效及遵守所有有关法律所需的所有必要步骤；

(g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and the QDII, and required to be obtained by the Investor and the QDII in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside, and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. The Investor further agrees and undertakes to promptly notify the Company, the Sole Sponsor and the Sponsor-Overall Coordinator in writing if any such Approval ceases to be in full force and effect or is invalidated, revoked, withdrawn or set aside for any reason;
所有适用于投资者及合格境内机构投资者的相关法律，以及投资者及合格境内机构投资者须就本协议而认购投资者股份时，需取得的同意、批准、授权、许可及登记（「**批准**」），已被取得及具十足效力及作用，且未被作废、撤销、撤回或废除，并且不受限于任何尚未被履行的先决条件。投资者进一步同意并承诺，如果任何该等批准不再完全有效或因任何原因失效、撤销、撤回或作废，投资者将立即以书面形式通知公司、独家保荐人及保荐人兼整体协调人；

(h) the execution and delivery of this Agreement by the Investor, and the performance of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares through QDII will not contravene or result in a contravention by the Investor or the QDII of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor of the QDII or (ii) the Laws of any jurisdiction to which the Investor or the QDII is respectively subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor or the QDII respectively in connection with the Investor's subscription for the Investor Shares through QDII or (iii) any agreement or other instrument binding upon the Investor or the QDII or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor or the QDII;
投资者签立及交付本协议、投资者履行本协议及投资者通过合格境内机构投资者认购投资者股份及完成本协议所述交易不会抵触或导致投资者或合格境内机构投资者违反：(i) 投资者或合格境内机构投资者的组织章程大纲及组织章程细则（或同等章程文件）的任何条文；或 (ii) 投资者或合格境内机构投资者分别就本协议下拟议的交易须遵守或另行就投资者通过合格境内机构投资者购买投资者股份适用于投资者的任何司法管辖区法律；或 (iii) 对投资者或合格境内机构投资者具有约束力的任何协议或其他文书；或 (iv)对投资者或合格境内机构投资者具有司法管辖权的任何政府机关的任何判决、命令或判令；

(i) it has and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares through QDII, including to provide, or cause to or procure to be provided, either directly or indirectly via the Company, the Sponsor-Overall Coordinator 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 through QDII, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by any of the Regulators. The Investor further authorizes the Company, the Sponsor-Overall Coordinator, the Sole Sponsor or their respective affiliates, directors, supervisors (if applicable), officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
其已遵守并将遵守所有司法管辖区所有适用于通过合格境内机构投资者认购投资者股份的相关法律，包括按适用法律的要求或在联交所、证监会、中国证监会及/或其他政府、公共、财金或监管机构或组织及证券交易所（统称「**监管者**」）的不时要求下，直接或间接经本公司、保荐人兼整体协调人及／或独家保荐人，向监管者，提供或致使或促使提供要求披露的有关资料（包括但不限于：(i) 投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称及注册成立地点）；(ii) 本协议项下拟进行的交易（包括但不限于通过合格境内机构投资者认购投资者股份认购的详情、投资者股份数量、总投资金额及本协议项下的禁售限制）；(iii)涉及投资者股份的任何掉期安排或其他金融或投资产品及其详情（包括但不限于认购人及其最终实益拥有人的身份信息以及该掉期安排或其他金融或投资产品的提供者）；和/或(iv)投资者或其实益拥有人和联系人与公司及其任何股东之间的任何关联关系）（统称「**投资者相关信息**」），并同意公开有关资料。投资者进一步授权本公司、保荐人兼整体协调人、独家保荐人或其各自的联属人士、董事、监事（如适用）、高级职员、雇员、顾问及代表根据《上市规则》或适用法律的规定或任何相关监管者的要求，向该等监管者披露任何投资者相关信息和/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

(j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
投资者拥有有关财务及商业事宜的知识及经验，以致 (i) 其能评估投资者股份潜在投资的优点及风险； (ii) 其能够承担该等投资的经济风险，包括完全损失于投资者

股份的投资；(iii) 其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及 (iv) 其在投资发展程度类似之公司的证券的交易方面经验丰富；

(k) 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 Sponsor-Overall Coordinator or the Sole Sponsor in connection with the transactions contemplated thereunder;
其日常业务为买卖股份或债权，或其为专业投资者，而且并不会因签订本协议而成为任何保荐人兼整体协调人或独家保荐人就本协议拟议交易之客户；

(l) it is subscribing for the Investor Shares through QDII as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
其作为主事人为自身利益、以投资为目的且以自营投资基准，通过合格境内机构投资者认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份及该投资者无权提名任何人士担任本公司董事或高级职员；

(m) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;
如在美国境外认购投资者股份，投资者是按《证券法》S 规例透过海外交易认购投资者股份，而且并不是美国人士；

(n) such Investor is subscribing for the relevant proportion of the Investor Shares (through QDII) in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
投资者在豁免或无需遵循《证券法》项下登记要求的交易中（通过合格境内机构投资者）认购投资者股份；

(o) the Investor and its 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 of 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 Hong Kong Code on Takeovers and Mergers), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, supervisors (if applicable), chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship

with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Sole Sponsor and the Sponsor-Overall Coordinator in writing;
投资者、其实益拥有人及/或联系人(i)为独立于本公司的第三方； (ii)并非本公司的关连人士（定义见《上市规则》）或联系人，且投资者认购投资者股份不会导致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》）（不论投资者与可能订立（或已订立）本协议所述的任何其他协议的任何其他方之间的关系为何），就本公司的控制权而言，彼等在紧接本协议完成时将独立于本公司的任何关连人士且不会与任何关连人士一致行动（定义见香港证监会颁布的《公司收购、合并及股份回购守则》）； (iii)具有财务能力并将使用自有资金履行本协议项下的所有义务； (iv)并未直接或间接接受(a) 本公司任何核心关连人士（定义见《上市规则》）或(b) 本公司、本公司或其任何附属公司的任何董事、监事（如适用）、最高行政人员、主要股东或现有股东或彼等各自的紧密联系人（定义见《上市规则》）的融资、出资或支持，并不惯于接受本公司任何该等人士就本公司的证券的收购、处置、投票或其他处置接受该等核心关连人士的指示；及(v)与本公司或其任何股东并无任何关联关系，除非另以书面形式向公司、独家保荐人及保荐人兼整体协调人披露；

(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 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;
投资者、其实益拥有人及／或联系人均非全球发售的任何整体协调人、独家保荐人、账簿管理人、牵头经办人、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」具有《上市规则》附录 F1（股本证券的配售指引）赋予的涵义；

(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;
投资者的账户并非由相关交易所参与者（《上市规则》赋予该词的涵义）按全权管理投资组合协议管理。**「全权管理投资组合」**一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

(r) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
投资者、其实益持有人，及其分别的联系人都并非本公司或其联系人的董事（包括在过去 12 个月内的董事）、监事或现时股东，或前述人士的代名人；

(s) save as previously notified to the Sole Sponsor and the Sponsor-Overall Coordinator in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the

Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;
除事先以书面形式通知独家保荐人及保荐人兼整体协调人外，投资者或其实益拥有人均不属于(a)联交所 FINI 承配人名单模板所载列的任何承配人类别或 FINI 界面或《上市规则》就承配人而规定须披露的任何承配人类别（“基石投资者”除外）；或(b)根据《上市规则》（包括《上市规则》第 12.08A 条）须在本公司配发结果公告中列明的任何承配人类别；

(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;
投资者并未及将不会就分销 H 股股份与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

(u) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide;
认购投资者股份将遵守《上市规则》附录 F1（股本证券的配售指引）及《上市指南》第 4.15 章的规定；

(v) none of the Investor, its beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any 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;
投资者、其实益拥有人及／或联系人在本协议项下认购投资者股份时，均未接受本公司的任何关连人士、或任何整体协调人、独家保荐人、或全球发售的任何包销商直接或间接提供资金或支持；投资者及其联系人（如有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；

(w) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
除本协议规定外，投资者没有与任何政府机关或任何第三方签订任何有关投资者股份的安排、协议或承诺；及

(x) save as previously disclosed to the Company, the Sole Sponsor and the Sponsor-Overall Coordinator in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.
除先前向公司、独家保荐人及保荐人兼整体协调人书面披露者外，投资者、其实益拥有人及/或联系人并无订立且不会订立涉及投资者股份的任何掉期安排或其他金融或投资产品。

6.3 The Investor represents and warrants to the Company, the Sponsor-Overall Coordinator and the Sole Sponsor that the description set out in Schedule 2 (*Particulars Of Investor*) 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 Sponsor-Overall Coordinator 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 (*Particulars Of Investor*)) in the Public Documents, marketing and roadshow materials and such other announcements which may be issued by or on behalf of the Company, the Sponsor-Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and/or the Sole Sponsor to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators including the Stock Exchange and 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.

投资者向本公司、保荐人兼整体协调人及独家保荐人声明及保证，附表二（*投资者详情*）所载关于其自身及其所属公司集团的描述、以及向监管机构及/或本公司、独家保荐人、保荐人兼整体协调人及其各自联属人士提供及/或应要求提供的所有投资者相关信息，在所有方面均真实、完整、准确且不具误导性。在不影响第 6.1(b) 条的前提下，投资者不可撤销地同意，若本公司、独家保荐人及保荐人兼整体协调人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表二（*投资者详情*）所载的描述）载入公开文件、营销及路演材料及本公司、独家保荐人及/或保荐人兼整体协调人就全球发售可能发布的其他公告。投资者承诺尽快提供与其自身、其所有权（包括最终实益所有权）及/或与相关事宜有关的进一步信息及/或证明文件（该等要求应由本公司、保荐人兼整体协调人及/或独家保荐人为确保遵守适用法律法规及/或证券注册规定及/或联交所、证监会、中国证监会等监管机构要求而合理提出）。投资者特此同意，在审阅不时提供的全球发售相关公布文件及其他营销材料草案中关于其自身及其所属公司集团的描述（该等草案将提交投资者），并作出其合理要求的修改（如有）后，即视为投资者已保证该等关于其自身及其所属公司集团的描述在所有方面真实、准确、完整且不具误导性。

6.4 The Investor understands that the representations 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 other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations and acknowledgements set forth therein, and it agrees to notify the Company, the Sponsor-Overall Coordinator and the Sole Sponsor promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据香港法例及美国证券法等须作出第 6.1 及 6.2 条所载的声明及承认。投资者承认，本公司、整体协调人、独家保荐人、全球发售的其他包销商、及其各自已附属公司、代理、联属人士及顾问，及其他人士将依赖此处所载投资者的保证、承诺、陈

述及承认的真实性、完整性及准确性，且投资者同意，若在此处所载任何保证、承诺、陈述、或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、保荐人兼整体协调人及独家保荐人。

6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Sole Sponsor and the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors (if applicable) employees, advisors, 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 (if applicable), employees, advisors, 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.
投资者同意及承诺，对于本公司、整体协调人、独家保荐人及全球发售的其他包销商（代表其自身及彼等各自的联属人士、控制其的任何人士（定义见证券法）及其各自的高级职员、董事、监事（如适用）、雇员、顾问、职员、联系人、合伙人、代理及代表）（下文统称「**受弥偿方**」）因投资者或其高级职员、董事、监事（如适用）、雇员、顾问、员工、联属人士、代理、代表、联系人或合伙人所致、与认购投资者股份、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、诉讼、负债、法律程序或损害，以及任何受弥偿方就任何该等申索、诉讼或法律程序而遭受或产生的或因该等申索、诉讼或法律程序而提出异议或抗辩而产生的任何及所有成本、费用、损失或开支，投资者将应要求向受弥偿方就前述损失及损害作出充分及有效的弥偿。

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.
投资者于本协议的第 6.1、6.2、6.3、6.4 及 6.5 条（视乎情况而言）下作出的同意、确认、陈述、保证及承诺均构成单独的同意、确认、陈述、保证、承诺，及须被视为于上市日期再次作出。

6.7 The Company represents, warrants and undertakes that:
本公司向投资者声明、保证及承诺：

(a) it has been duly incorporated and is validly existing under the laws of the PRC;
其依据中国法律妥为注册成立及有效存续；

(b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

其拥有订立及履行本协议下义务的完全的权力、权限及能力，及已就此采取所有必要行动；

(c) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.3, 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;
待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，按第 4.3 条交付予投资者的投资者股份为全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、负担及其他第三方权利，及须与当时已发行及将于联交所上市的 H 股股份享有同等地位。

(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 (if applicable), officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
本公司、本公司的控股股东（以《上市规则》中的定义为准）、集团任何成员及其各自联属人士、董事、监事（如适用）、高级职员、雇员或代理均未与投资者、或其联属人士、董事、监事（如适用）、高级职员、雇员或代理签订任何有悖《上市规则》（包括《上市指南》第 4.15 章）的协议或安排（包括任何附函）；及

(e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
除本协议规定外，本公司或任何本集团的成员，以及其各自的联属人士、董事、监事（如适用）、高级职员、雇员或代理，均未与政府机关或任何第三方订立任何有关投资者股份的安排、协议或承诺。

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.
本公司承认、确认及同意，投资者将依赖于国际发售通函所载的资料，以及就国际发售通函而言，投资者应拥有与购买国际发售中 H 股的其他购买股份的投资者相同的权利。

7. TERMINATION
终止

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

(a) in accordance with clauses 3.2, 4.4 or 4.5;

根据第 3.2 条、第 4.4 条或第 4.5 条予以终止；

(b) solely by the Company, or by each of the Sponsor-Overall Coordinator and the Sole Sponsor, in the event that there is a material breach of this Agreement on the part of the Investor (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 under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
倘若投资者在国际发售结束日或以前严重违反本协议（包括投资者 （或在条款 5.2 订明的投资者股份转让情况下的投资者附属公司）严重违反其在本协议项下作出的任何陈述、保证、承诺及确认），则可由本公司或保荐人兼整体协调人及独家保荐人单方面终止（不论本协议是否已有任何相反规定）；或

(c) with the written consent of all the Parties.
经本协议所有订约方书面同意予以终止。

7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.
倘若本协议根据第 7.1 条终止，订约方不需继续履行他们在本协议下各自的义务（除下文第 8.1 条载列的保密义务），订约方的权利和责任（除下文第 11 条载列的权利）应终止，且任何订约方均没有任何向其他订约方进行申索，惟任一订约方于该等终止之时或之前按照本协议条款对其他订约方应计的权利或责任则不受此限。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

8. ANNOUNCEMENTS AND CONFIDENTIALITY
公告及机密性

8.1 Save as otherwise provided in this Agreement and any non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Sponsor-Overall Coordinator, the Sole Sponsor, and the Investor without the prior written consent of all the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:
除本协议及任何投资者签订的保密协议另有规定者外，未经其他各方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、保荐人兼整体协调人、独家保荐人及投资者的任何其他安排有关的任何信息。尽管有前述规定，本协议可由任何一方：

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Sponsor-Overall Coordinator 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 the Company and marketing, roadshow

materials and other announcements to be issued by or on behalf of the Company, the Sponsor-Overall Coordinator and/or the Sole Sponsor in connection with the Global Offering;
向联交所、证监会、中国证监会及／或本公司、保荐人兼整体协调人及独家保荐人的受其管辖的其他监管者披露，且投资者的背景信息以及公司与投资者之间的关系可载入由本公司发布的公开文件及本公司、保荐人兼整体协调人及/或独家保荐人就全球发售可能发布或代其发布的营销及路演材料及其他公告；

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, supervisors (if applicable), officers and relevant employees, representatives and agents of the Party; and
仅在需要知悉的基础上，向该方法律及财务顾问、审计师及其他顾问以及订约方的联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理披露，前提是该方 (i)须促使该方各法律顾问、财务顾问及其他顾问以及该方的联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理了解并遵守本协议所载的所有保密义务，以及 (ii)对该方有关法律顾问、财务顾问及其他顾问以及该方的联属人士、联系人、董事、监事（如适用）、高级职员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.
或任何一方，如任何法律、监管机构或证券交易所规则（包括联交所、证监会及中国证监会）或联交所规则（包括就本公司而言，根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供公众查阅）有所要求由任一方根据任何适用法律、任何对该方具有管辖权的政府机关或对该方有管辖权的机构（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机关的有约束力的判决、命令或要求披露（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Sponsor-Overall Coordinator and the Sole Sponsor in advance to seek their prior written consent as to the principle, form and content of such disclosure.
投资者不得就本协议或任何相关事宜作出其他指称或披露，惟投资者已咨询本公司、保荐人兼整体协调人及独家保荐人并获得他们就该披露的原则、形式及内容上的事先书面同意。

8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and the Sole Sponsor and their respective counsels.
本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在发布之前提供给投资者审阅。投资者须与本公司、保荐人兼整体协调人及独家保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、保荐人兼整体协调人及独家保荐人及彼等各自的顾问提供任何意见和验证文件。

8.4 The Investor undertakes 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 Sponsor-Overall Coordinator 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 Sponsor-Overall Coordinator and the Sole Sponsor to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.
投资者承诺，及时就准备任何第 8.1 条要求的披露提供所需的所有协助（包括提供本公司、保荐人兼整体协调人及独家保荐人合理要求的，有关其拥有权（包括其最终实益拥有权）及／或另行与本协议所述事宜相关的进一步信息及／或支持文件），以 (i) 更新在本协议日期之后的公开文件中对投资者的描述及验证该等描述；及 (ii) 使本公司、保荐人兼整体协调人和独家保荐人能够遵守适用的公司或证券登记及／或有管辖权的监管者（包括但不限于联交所、证监会及中国证监会）的要求。

9. NOTICES
通知

9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:
根据本协议交付的通知应采用书面形式，语言英文或中文，并按第 9.2 条规定的方式交付至以下地址：

If to the Company, to:
若发送至本公司：

Address:	11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road Xuhui District, Shanghai, PRC
地址：	中国上海徐汇区虹漕路 88 号越虹广场 B 栋 11 楼及 3 楼

Email: project_star@transwarp.io
电子邮件： project_star@transwarp.io

Attention: Wang Shiyao
收件人： 王诗瑶

If to the Investor, to:
若发送至投资者：

Address: 6th Floor, Building 11, Tianyuan Free Trade Port, No. 202 Heluo Road, High-tech Zone, Luoyang Area, China (Henan) Pilot Free Trade Zone
地址： 中国（河南）自由贸易试验区洛阳片区高新区河洛路 202 号天元自贸港 11 号楼 6 楼

Email: invd@lykcjt.com
电子邮件： invd@lykcjt.com

Attention: ZHAO JUNCHEN
收件人： 赵俊晨

If to Haitong Capital, to:
若发送至海通国际资本 ：

Address: Suites 3001-3006 and 3015-3016, One International Finance Centre 1 Harbour View Street, Central, Hong Kong
地址： 香港中环港景街 1 号国际金融中心一期 3001-3006 室及 3015-3016 室

Email: project.star.2025@htisec.com
电子邮件： project.star.2025@htisec.com

Attention: Project Star 2025 Team
收件人： Project Star 2025 Team

If to Haitong Securities, to:
若发送至海通国际证券：

Address: 28/F, 30/F Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
地址： 香港中环港景街 1 号国际金融中心一期 3001-3010 室及 3015-3016 室

Email: project.star.2025@htisec.com
电子邮件： project.star.2025@htisec.com

Attention: Project Star 2025 Team
收件人： Project Star 2025 Team

9.2 Any notice delivered hereunder shall be delivered by hand or sent 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, 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.
根据本协议交付的任何通知应由专人交付或通过电子邮件发送或通过预付邮资的邮寄方式发送。如任何通知由专人交付，则在交付时视为已收到；若通过电邮发送，则为电邮妥为发送且未收到未送达通知之时；如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄四十八小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10. GENERAL
一般条款

10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
各订约方确认及声明本协议获其妥为授权、签立及交付，而本协议构成其合法、有效及具约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

10.2 The obligations of the Sole Sponsor and the Sponsor-Overall Coordinator as stipulated in this Agreement are several (and not joint or joint and several). None of the Sole Sponsor or the Sponsor-Overall Coordinator will be liable for any failure on the part of any of the other parties to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the non-breaching parties to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Sole Sponsor and the Sponsor-Overall Coordinator shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with other parties, to the extent permitted by applicable Laws.
本协议项下独家保荐人及保荐人兼整体协调人的义务是各别的（而非共同的或共同及各别的）。独家保荐人或保荐人兼整体协调人均无需对其他方未能履行其在本协议项下的各自义务承担责任，且该等违约行为不影响任何其他守约方强制执行本协议条款的权利。尽管有前述规定，在适用法律允许的范围内，独家保荐人及保荐人兼整体协调人均有权单独或与其他方共同强制执行其在本协议项下的部分或全部权利。

10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Sponsor-Overall Coordinator shall be conclusive with respect to the number of Investor Shares and the Offer Price for the purposes of this Agreement.
除明显错误外，本公司及保荐人兼整体协调人为本协议的目的善意作出有关投资者股份数目及发售价的计算及厘定应为最终决定。

10.4 The Investor, the Company, the Sponsor-Overall Coordinator 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.
投资者、本公司、保荐人兼整体协调人及独家保荐人应在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及／或批准时通力合作。

10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.
除非经各方或其代表以书面形式作出并签立，否则对本协议的任何修改或变更均无效。

10.6 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only.
本协议仅以英文签立。本协议载有的中文版本为翻译版本以供参考。

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

10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期间均可由各方以共同书面协议的方式延展。

10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
除非经各方书面同意终止者外，即使根据第 4 条完成交割，本协议所有条文在可予履行或遵守的范围内仍继续具有完全的效力及作用，除当时已经履行的事项外。

10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
除了投资者签订的保密协议外，本协议构成各方之间有关投资者对本公司投资的完整协议及谅解。本协议取代所有先前与本协议标的事项有关的承诺、担保、保证、陈述、沟通、谅解及协议（无论书面或口头）。

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

在本第 10.11 条另有规定的范围内，非本协议订约方的人士并无权根据任《合约(第三者权利)条例》强制执行本协议的任何条款，惟此并不影响第三方拥有或可获得的除《合约(第三者权利)条例》以外的任何权利或救济：

(a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.
受弥偿方可如同其为本协议缔约方一样，在相同范围内执行并援引第 6.5 条。

(b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
本协议可被终止、撤销，且任何条款均可被修改、变更或豁免，而无需第 10.11(a)分条提述的人士的同意。

10.12 Each of the Sponsor-Overall Coordinator 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. The Sponsor-Overall Coordinator or the Sole Sponsor shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
保荐人兼整体协调人及独家保荐人有权且特此获授权将其任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，保荐人兼整体协调人或独家保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

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

10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则不得影响或损害：

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

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
本协议的该等条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assignees, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
本协议应对各方及其各自的继承人、遗嘱执行人、管理人、继任人和获准受让人具有约束力，完全符合彼等的利益，且其他人士不得根据本协议或因本协议而获得或拥有任何权利。除为了内部重组或改组外，任何一方不得出让或转让本协议中的所有或任何利益、权益或权利。本协议项下的义务不可转让。

10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Sponsor-Overall Coordinator 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.
在不损害向投资者申索其他方遭受的所有损失及损害的所有权利的情况下，倘投资者于上市日或之前违反任何保证，则本公司、保荐人兼整体协调人及独家保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
各订约方向其他订约方承诺，其将签署及履行，及促使签署及履行，令本协议条文生效所需的进一步文件及行动。

11. GOVERNING LAW AND JURISDICTION
管辖法律及司法管辖权

11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with the laws of Hong Kong.
本协议及各订约方之间的关系受香港法例管辖并据其解释。

11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof ("**Dispute**"), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may

be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect."
因本协议引起的或与本协议的违反、终止或无效相关的任何争议、纠纷或索赔（「**争议**」），均应根据提交仲裁申请之日有效的香港国际仲裁中心机构仲裁规则通过仲裁解决。仲裁地点为香港。仲裁员人数为三人，仲裁程序语言为英语。仲裁庭的决定和裁决应为终局性的，对双方均有约束力，可在任何有管辖权的法院认可和执行，且双方不可撤销地和无条件地放弃任何及所有以任何形式向任何司法机关提出上诉、复审或诉诸司法机关的权利，且此种放弃是有效的。尽管有上述规定，双方有权在仲裁庭组成之前向有管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖范围内可获得的临时救济的情况下，仲裁庭应有充分的权力批准临时救济或命令当事人请求法院修改或撤销该法院发布的任何临时或初步救济，并有权因任何当事人未能遵守仲裁庭的命令而判给损害赔偿金。

12. IMMUNITY
豁免权

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

13. PROCESS AGENT
法律程序文件的代收人

13.1 The Investor irrevocably appoints Host Sharp Enterprise Secretary Co., Limited at Room B3, 19/F, Tung Lee Commercial Building, 91-97 Jervois Street, Sheung Wan, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
投资者不可撤销地委任 浩锐企业秘书有限公司（地址为 香港上环苏杭街 91-97 号东利商业大厦 19 楼 B3 室）作为代表其在香港接收送达的法律程序文件的代收人。在送达至法律程序文件代理后有关送达须被视为已完成（不论法律程序文件是否转寄至投资者或投资者是否接收）。

13.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Sponsor-Overall Coordinator and the Sole Sponsor, and to deliver to the Company, the Sponsor-Overall Coordinator and the Sole Sponsor a copy of the new process agent's acceptance of that appointment, within 30 days thereof.
如果因任何原因法律程序文件代理无法担任代理，或不再拥有香港地址，则投资者不可撤销地同意委任本公司、保荐人兼整体协调人及独家保荐人认可的替代法律程序文件代收人，并在 30 天内向本公司、保荐人兼整体协调人及独家保荐人交付关于新法律文件代收人接受委任的文件副本。

14. COUNTERPARTS
副本

14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.
本协议可签立任何数量的副本，由本协议各订约方在单独的副本上签立。各个副本均为正本，且所有副本应共同构成同一份协议。通过电邮附件（PDF）或传真交付的本协议已签署副本签字页应为有效的交付方式。

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.
兹证明 各订约方已由其妥为获授权的签字人于文首所示日期签立本协议。

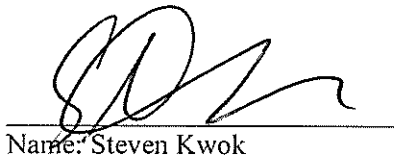
For and on behalf of
代表
TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD.
(星环信息科技（上海）股份有限公司)

Name: SUN Yuanhao
姓名: 孙元浩
Title: Executive Director
职位: 执行董事

For and on behalf of
代表
LUOYANG SCIENCE TECHNOLOGY INNOVATE GROUP, LTD.
（洛阳科创集团有限公司）

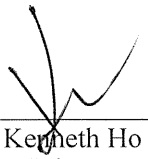
Name: MIAO Yu
姓名: 苗雨
Title: Chairman
职位: 董事长

For and on behalf of
代表
HAITONG INTERNATIONAL CAPITAL LIMITED
海通国际资本有限公司



Name: Steven Kwok
姓名: 郭嘉贤
Title: Managing Director
职位: 董事总经理

For and on behalf of
代表
HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED
海通国际证券有限公司



Name: Kenneth Ho
姓名: 何兆邦
Title: Managing Director
职位: 董事总经理

SCHEDULE 1 附表一
INVESTOR SHARES 投资者股份

Number of Investor Shares
投资者股份数目

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 4,950,000 (calculated using the Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus)(excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 100 H Shares.
投资者股份的数目应等于(1)相当于 4,950,000 美元的港元（按招股章程中所披露的港元兑美元汇率计算)（不包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价所得的数目（向下取整至最接近的每手 100 H 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of H Shares between the International Offering and the Hong Kong Public Offering. If the total demand for 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.
根据《上市规则》第 18 项应用指引第 4.2 段，《上市指南》第 4.14 章及联交所给予的豁免（如有），倘若香港公开发售股份出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的 H 股股份重新分配的影响。倘香港公开发售中的 H 股股份需求总量属于公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。

Further, the Company and the Sponsor-Overall Coordinator can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of compliance with the relevant requirements under the Listing Rules, including (i) the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the H Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders, (ii) the requirement pursuant to Rule 18C.08 of the Listing Rules under which at least 50% of the total number of shares initially offered in the initial public offering must be taken up by independent price setting investors, (iii) the requirement on clawback mechanism under Rule 18C.09 of the Listing Rules, (iv) the public float requirements under Rule 19A.13A of the Listing Rules, (v) the free float requirements under Rule 19A.13C of the Listing Rules, and (vi) the placing guidelines set out in Appendix F1 to the Listing Rules.
此外，本公司及保荐人兼整体协调人可全权酌情调整投资者股份数目的分配，以符合《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)条的要求，即三个最大公众股东在上市日可实益拥有的 H 股公众持股不得超过公众持有 H 股股份总数的 50%，(ii) 《上市规则》第 18C.08 条的要求，即首次公开发售中最初发售的股份数目总额中至少 50%须由独立定价投资者认购，(iii) 《上市规则》第 18C.09 条有关回拨机制的规定，(iv) 《上市规则》第 19A.13A 条项下的公众持股量规定，(v)《上市规则》第 19A.13C 条下的自由流通量规定，及(vi)《上市规则》附录 F1 所载的配售指引。

SCHEDULE 2 附表二
PARTICULARS OF INVESTOR 投资者详情

The Investor
投资者

Place of incorporation: 注册成立地点：	Luoyang, Henan, P.R.China 中国河南洛阳
Certificate of incorporation number: 注册成立证书编号：	91410300326745301N
Business registration number: 商业登记号码：	91410300326745301N
LEI number: 法律实体识别编码：	N/A 不适用
Business address and telephone number and contact person: 营业地址、电话、联系人：	10th Floor, Building 11, Tianyuan Free Trade Port, No. 202 Heluo Road, High-tech Zone, Luoyang Area, China (Henan) Pilot Free Trade Zone 中国（河南）自由贸易试验区洛阳片区高新区河洛路 202 号天元自贸港 11 号楼 10 楼
Principal activities: 主要业务：	1.Conducting investment activities with self-owned funds; 2.Providing asset management services for investments made with self-owned funds; 3.Enterprise management consulting; 4.Financial consulting; 5.Information consulting services (excluding licensed information consulting services); 6.Leasing of non-residential real estate. (With the exception of projects that require approval in accordance with applicable laws, the Company shall independently conduct business operations in accordance with the law on the basis of its business license.) 以自有资金从事投资活动；自有资金投资的资产管理服务；企业管理咨询；财务咨询；信息咨询服务（不含许可类信息咨询服务）；非居住房地产租赁（除依法须经

	批准的项目外，凭营业执照依法自主开展经营活动）
Ultimate controlling shareholder: 最终控股股东：	State-owned Assets Supervision and Administration Commission of Luoyang Municipal People's Government 洛阳市人民政府国有资产监督管理委员会
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点：	15th Floor, Municipal Government Building, Kaiyuan Avenue, Luolong District, Luoyang City, Henan Province 河南省洛阳市洛龙区开元大道市政府大楼15楼
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码和法律实体识别编码：	11410300764876897H; N/A 不适用
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务：	State-owned assets supervision and administration of municipal state-owned enterprises, performing the investor's duties on behalf of the municipal people's government in accordance with law, guiding and promoting the reform and development of state-owned enterprises, and supervising the preservation and appreciation of state-owned assets. 依法代表市政府履行市属国有企业出资人职责，开展市属国有企业国有资产监督管理工作，指导推进国有企业改革发展，监督国有资产保值增值。
Shareholder and interests held: 股东及持有权益：	Luoyang Guohong Investment Holding Group Co., Ltd. (洛阳国宏投资控股集团有限公司), 100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述：	Luoyang Science Technology Innovate Group, Ltd. ("**LUOYANG Sci-Tech Inv.**") was established to implement the innovation-driven development strategy of Luoyang City, with a registered capital of RMB 2.38 billion. Its principal business activities include investment and asset management services, among others. LUOYANG Sci-Tech Inv. is a wholly-owned subsidiary of Luoyang Guohong Investment Holding Group Co., Ltd. ("**Luoyang Guohong**"). Luoyang Industrial Control Group Co., Ltd. and the Department of Finance

	of Henan Province hold 94.76% and 5.24% of the equity interests in Luoyang Guohong respectively. The State-owned Assets Supervision and Administration Commission of Luoyang Municipal People's Government, which is the ultimate beneficial owner of LUOYANG Sci-Tech Inv., holds 100% of the equity interests in Luoyang Industrial Control Group Co., Ltd.. LUOYANG Sci-Tech Inv.'s investment into our Company would be completed through Hwabao Trust Co., Ltd. (華寶信託有限責任公司) ("**Hwabao Trust**"), an asset manager that is a QDII in the PRC. As of December 31, 2025, the trust assets under Hwabao Trust's management amounted to approximately RMB388.7 billion. Hwabao Trust is owned as to 92.90% by China Baowu Steel Group Corporation Limited (中國寶武鋼鐵集團有限公司), which is wholly owned by State-owned Assets Supervision and Administration Commission of the State Council (國務院國有資產監督管理委員會). There is no other shareholder that holds more than 30.00% equity interest in Hwabao Trust.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to places: 相关投资者类别（须包括在联交所的 FINI 承配人名单模板中或要求披露在与承配人有关的 FINI 界面）：	Cornerstone investor Independent Price Setting Investor 独立定价投资者

Execution Version

SEPTEMBER 9, 2026

TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD.
(星環信息科技(上海)股份有限公司)

WARRANTING SHAREHOLDERS
(named in Schedule 1)

HAITONG INTERNATIONAL CAPITAL LIMITED

HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED

THE OVERALL COORDINATORS
(named in SCHEDULE 2)

and

THE HONG KONG UNDERWRITERS
(named in SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT

relating to the public offering in Hong Kong of initially 700,600 H Shares of RMB1.00 each in the capital of Transwarp Technology (Shanghai) Co., Ltd.
(星環信息科技(上海)股份有限公司)
being part of a global offering of initially 14,010,800 H Shares

---

TABLE OF CONTENTS

		Page
1	DEFINITIONS AND INTERPRETATION	2
2	CONDITIONS	11
3	APPOINTMENTS	14
4	HONG KONG PUBLIC OFFERING	19
5	ALLOTMENT AND PAYMENT	24
6	STABILIZATION	26
7	COMMISSIONS AND COSTS	26
8	REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS	29
9	INDEMNITY	32
10	FURTHER UNDERTAKINGS	36
11	TERMINATION	43
12	RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES	47
13	ANNOUNCEMENTS	49
14	CONFIDENTIALITY	50
15	NOTICES	51
16	GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY	52
17	MISCELLANEOUS	53
SCHEDULE 1	THE WARRANTING SHAREHOLDERS	58
SCHEDULE 2	THE OVERALL COORDINATORS AND THE HONG KONG UNDERWRITERS	59
SCHEDULE 3	THE WARRANTIES	61
SCHEDULE 4	CONDITIONS PRECEDENT DOCUMENTS	99
SCHEDULE 5	SET-OFF ARRANGEMENTS	104
SCHEDULE 6	FORMAL NOTICE	105
SCHEDULE 7	PROFESSIONAL INVESTOR TREATMENT NOTICE	106

THIS AGREEMENT is made on September 9, 2026

BETWEEN:

(1) **TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD. (星環信息科技(上海)股份有限公司)**, a joint stock company established in the PRC with limited liability having its registered office at 11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road, Xuhui District, Shanghai, the People's Republic of China (the "**Company**");

(2) **THE WARRANTING SHAREHOLDERS** whose names and addresses set out in Schedule 1 (the "**Warranting Shareholders**");

(3) **HAITONG INTERNATIONAL CAPITAL LIMITED**, a company incorporated in Hong Kong with limited liability whose principal place of business is at Suites 3001-3006 and 3015-3016, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong ("**HTI Capital**");

(4) **HAITONG INTERNATIONAL SECURITIES COMPANY LIMITED**, a company incorporated in Hong Kong with limited liability whose principal place of business is at 28/F, 30/F, Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong ("**HTI Securities**");

(5) **THE OVERALL COORDINATORS** whose names and addresses are set out in SCHEDULE 2 (the "**Overall Coordinators**"); and

(6) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in SCHEDULE 2 (the "**Hong Kong Underwriters**").

RECITALS:

(A) The Company is a joint stock company established in the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As of the date hereof, the Company has an issued share capital of RMB121,135,916, comprising 121,135,916 A Shares with a nominal value of RMB1.00 each.

(B) As at the date hereof, the Warranting Shareholders were in aggregate directly interested in approximately 15.44% of the total 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, concurrently, the Company will offer and sell H Shares outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the H Shares in the International Offering.

(D) HTI Capital has been appointed as the sole sponsor in connection with the Global Offering. HTI Securities has been appointed as the sole sponsor-overall coordinator in connection with the Global Offering. HTI Securities, Shenwan Hongyuan Securities (H.K.) Limited and Futu Securities International (Hong Kong) Limited have been appointed as the overall coordinators in connection with the Global Offering.

(E) The Sole Sponsor has made an application on behalf of the Company to the Stock Exchange for the listing of, and the permission to deal in, the H Shares on the Main Board of the Stock Exchange.

(F) The Hong Kong Underwriters have agreed to severally, but not jointly or jointly and severally, underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.

(G) Each of the Warrantors has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Sponsor-OC, the

Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs.

(H) The Company has appointed Tricor Investor Services Limited to act as the H share registrar.

(I) The Company has appointed CMB Wing Lung Bank Limited and Bank of China (Hong Kong) Limited as the receiving banks for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited and Bank of China (Hong Kong) Nominees Limited as the nominees to hold the application monies under the Hong Kong Public Offering.

(J) In connection with the Global Offering, the Company has obtained the approval granted by the CSRC on June 8, 2026, authorizing the Company to proceed with the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

(K) The Company, the Warranting Shareholders, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.

(L) At a meeting of the Board held on August 20, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and Mr. Sun Yuanhao (孫元浩) was authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

"**Acceptance Date**" means September 16, 2026, being the date on which the Application Lists close in accordance with Clause 4.4;

"**Accepted Hong Kong Public Offering Applications**" means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

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

"**Announcement Date**" means the date on which details of the basis of allocation of the Hong Kong Public Offering to successful applicants under the Hong Kong Public Offering are published in Hong Kong in accordance with the Prospectus, which is currently expected to be September 18, 2026;

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

"**Application Proofs**" means the application proofs of the Prospectus posted on the Stock Exchange's website at *www.hkexnews.hk* on August 18, 2025 and March 25, 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, the U.S., Canada, Singapore and Malaysia;

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

"**A Shares**" means the ordinary shares in the issued share capital of the Company with a nominal value of RMB1.00 each, which are listed on the STAR Market and traded in Renminbi;

"**Associate**" or "**Close Associate**" has the meaning given to it in the Listing Rules;

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

"**Board**" means the board of directors of the Company;

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

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

"**CCASS**" means the Central Clearing and Settlement System established and operated by HKSCC;

"**CMI Engagement Letters**" means the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company;

"**CMIs**" means the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, being the capital market intermediaries of the Global Offering;

"**Code of Conduct**" means the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, as amended, supplemented or otherwise modified from time to time;

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

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

"**Company's HK Counsel**" means Jun He Law Offices, being the Company's legal advisers as to Hong Kong laws;

"**Company's PRC Counsel**" means JunHe LLP, being the Company's legal advisers as to PRC laws;

"**Company's Sanctions Counsels**" means Jun He Law Offices LLC and JunHe LLP, being the Company's legal advisers as to international and PRC sanctions laws;

"**Compliance Adviser**" means China Everbright Capital Limited, being the compliance adviser of the Company;

"**Compliance Adviser Agreement**" means the agreement entered into between the Company and the Compliance Adviser on August 8, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

"**Conditions**" means the conditions precedent set out in Clause 2.1;

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

"**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 between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

"CSRC" means the China Securities Regulatory Commission of the PRC;

"CSRC Archive Rules" means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (《關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定》) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from March 31, 2023), as amended, supplemented or 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 August 19, 2025 pursuant to Article 13 of the CSRC Filing Rules, including any amendments, supplements and/or modifications thereof;

"**CSRC Filing Rules**" means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (《境內企業境外發行證券和上市管理試行辦法》) and supporting guidelines issued by the CSRC (effective from March 31, 2023), as amended, supplemented or otherwise modified from time to time;

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

"CSRC Rules" means the CSRC Filing Rules and the CSRC Archive Rules;

"**Directors**" means the directors and the proposed director of the Company whose names are set out in the section headed "*Directors and Senior Management*" of the Prospectus;

"**Disclosure Package**" shall have the meaning ascribed to it in the International Underwriting Agreement;

"**Disputes**" has the meaning ascribed to it in Clause 16.2;

"**Encumbrance**" means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, 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;

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended from time to time, and the rules and regulations promulgated thereunder;

"**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 entered into between the Company and HKSCC on or about August 27, 2026;

"**Formal Notice**" means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

"**Global Offering**" means the Hong Kong Public Offering and the International Offering;

"**Group**" means the Company and its Subsidiaries from time to time;

"**Group Company**" means a member of the Group;

"**Guide**" means the Guide for New Listing Applicants published by the Stock Exchange (as amended from time to time);

"**HK$**" or "**Hong Kong dollars**" means Hong Kong dollars, the lawful currency of Hong Kong;

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

"HK eIPO White Form Service Provider" means The Bank of East Asia, Limited;

"**HKSCC**" means Hong Kong Securities Clearing Company Limited;

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;

"**Hong Kong Offer Shares**" means the 700,600 new H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.7, 4.11 and 4.12;

"**Hong Kong Public Offering**" means the offer of the Hong Kong Offer Shares at the Offer Price for subscription by the public in Hong Kong on and subject to the terms and conditions of this Agreement and the Hong Kong Public Offering Documents;

"**Hong Kong Public Offering Applications**" means applications to subscribe for Hong Kong Offer Shares made online through the HK eIPO White Form Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant's behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter's Applications;

"**Hong Kong Public Offering Documents**" means the Prospectus, the Formal Notice, the Application Proofs and the PHIP;

"**Hong Kong Underwriters**" means the underwriters whose names and addresses are set out in SCHEDULE 2;

"**Hong Kong Underwriting Commitment**" means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in SCHEDULE 2 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.7, 4.9, 4.11

and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in SCHEDULE 2;

"**Hong Kong Underwriter's Application**" means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

"**H Share Registrar**" means Tricor Investor Services Limited, the Hong Kong H share registrar of the Company and transfer agent for the H Shares;

"**H Shares**" means the ordinary shares in the issued share capital of the Company with a nominal value of RMB1.00 each, to be subscribed for and traded in Hong Kong dollars and listed on the Stock Exchange;

"**Incentive Fee**" has the meaning ascribed to it in Clause 7.2;

"**Indemnified Parties**" means the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, and each of their respective Affiliates and delegates under Clause 3.8, as well as the respective representatives, partners, directors, officers, employees, advisers, consultants, assignees and agents of each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers the Hong Kong Underwriters and the CMIs, and of each of their respective Affiliates;

"**Indemnifying Parties**" means the Warrantors and "**Indemnifying Party**" means any one of them;

"**Industry Consultant**" means Frost & Sullivan (Beijing) Inc., Shanghai Branch Co., being the independent industry consultant of the Company;

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

"**Internal Control Consultant**" means Deloitte Consulting (Shanghai) Co., Ltd., being the internal control consultant of the Company;

"**International Offering**" means the conditional placing by the International Underwriters, for and on behalf of the Company, of the International Offer Shares at the Offer Price outside the United States in offshore transactions in reliance on Regulation S under the Securities Act, or any other exemption from the registration requirements under the Securities Act, on and subject to the terms and conditions of the International Underwriting Agreement, the Disclosure Package and the Offering Circular;

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

"**International Offer Shares**" means the 13,310,200 new H Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement;

"**International Underwriters**" means the underwriters of the International Offering named as such in the International Underwriting Agreement;

"**International Underwriting Agreement**" means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Warranting Shareholders, the Sole Sponsor, the Sponsor-OC 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 roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

"**Joint Bookrunners**" means HTI Securities, Futu Securities International (Hong Kong) Limited, Shenwan Hongyuan Securities (H.K.) Limited, Webull Securities Limited, BOCOM International Securities Limited, Huafu International Securities Limited, CMB International Capital Limited, TFI Securities and Futures Limited and SPDB International Capital Limited, being the joint bookrunners of the Global Offering;

"**Joint Global Coordinators**" means HTI Securities, Futu Securities International (Hong Kong) Limited and Shenwan Hongyuan Securities (H.K.) Limited, being the joint global coordinators of the Global Offering;

"**Joint Lead Managers**" means HTI Securities, Futu Securities International (Hong Kong) Limited, Shenwan Hongyuan Securities (H.K.) Limited, Webull Securities Limited, BOCOM International Securities Limited, Huafu International Securities Limited, CMB International Capital Limited, TFI Securities and Futures Limited, SPDB International Capital Limited and First Securities (HK) Limited, being the joint lead managers of the Global Offering;

"**Laws**" means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong, the PRC and the U.S., Canada, Singapore and Malaysia) (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (Winding up and Miscellaneous Provisions) Ordinance and the CSRC Rules);

"**Legal Advisers**" means the Company's HK Counsel, the Company's PRC Counsel, the Company's Sanctions Counsels, the Underwriters' HK Counsel and the Underwriters' PRC Counsel;

"**Listing Committee**" means the listing committee of the Stock Exchange;

"**Listing Date**" means the first day on which the H Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on September 21, 2026;

"**Listing Rules**" means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange;

"**Losses**" has the meaning ascribed to it in Clause 9.1;

"**Main Board**" means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the GEM of the Stock Exchange;

"**Material Adverse Effect**" means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, 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*" of the Prospectus;

"**Nominee**" means CMB Wing Lung (Nominees) Limited and Bank of China (Hong Kong) Nominees Limited, in whose names the application moneys are to be held by the Receiving Banks under the Receiving Bank Agreement;

"**OC Engagement Letters**" means the Sponsor and Sponsor-OC Mandates and the respective engagement letters in respect of the Global Offering entered into between each of the Overall Coordinators and the Company;

"**Offer Price**" means the final price per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering, 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**" means the final offering circular to be issued by the Company in connection with the International Offering;

"**Offering Documents**" means the Hong Kong Public Offering Documents, the Disclosure Package, the Preliminary Offering Circular, the Offering Circular and any other announcement, document, materials, communications 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 Sponsor-OC, the Overall Coordinators or any of the Underwriters;

"**Operative Documents**" means the Price Determination Agreement, the Receiving Bank Agreement, the Registrar's Agreement, the Cornerstone Investment Agreements and the FINI Agreement, or any relevant one or more of them as the context requires;

"**Overall Coordinators**" means the overall coordinators whose names and addresses are set out in SCHEDULE 2;

"**Over-Subscription**" has the meaning ascribed to it in Clause 4.11;

"**PHIP**" means the post hearing information pack of the Company posted on the Stock Exchange's website at *www.hkexnews.hk* on August 27, 2026, as amended or supplemented by any amendment or supplement thereto;

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

"**Preliminary Offering Circular**" means the preliminary offering circular dated September 11, 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 the agreed form to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the other Underwriters) on the Price Determination Date to record the Offer Price;

"**Price Determination Date**" means the date on which the Offer Price is fixed in accordance with Clause 2.6;

"**Proceedings**" means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

"**Prospectus**" means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

"**Prospectus Date**" means the date of issue of the Prospectus, which is expected to be on or about September 11, 2026;

"**Receiving Bank Agreement**" means the agreement dated September 9, 2026 entered into between the Company, the Receiving Banks, the Nominees, the Sole Sponsor, the Sponsor-OC and the H Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

"**Receiving Banks**" means CMB Wing Lung Bank Limited and Bank of China (Hong Kong) Limited, being the receiving banks appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank Agreement;

"**Registrar's Agreement**" means the agreement dated August 13, 2026 entered into between the Company and the H Share Registrar in relation to the appointment of the H Share Registrar;

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

"**Renminbi**" and "**RMB**" mean Renminbi, the lawful currency of the PRC;

"**Reporting Accountants**" means Deloitte Touche Tohmatsu, *Certified Public Accountants* and *Registered Public Interest Entity Auditor*, being the auditor and the reporting accountants of the Company;

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

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

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

"**SFC Transaction Levy**" means the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC;

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

"**Sole Sponsor**" means HTI Capital, being the sole sponsor to the Global Offering;

"**Sponsor-OC**" means HTI Securities, being the sole sponsor-overall coordinator to the Global Offering;

"**Sponsor and Sponsor-OC Mandate**" means the engagement letter dated June 18, 2025 and the supplemental engagement letter dated July 6, 2026 entered into between HTI Capital, HTI Securities and the Company in respect of the Global Offering;

"**STAR Market**" means the Science and Technology Innovation Board of the Shanghai Stock Exchange (上海證券交易所科創板);

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

"**Subsidiaries**" means the companies named in the Prospectus as subsidiaries of the Company, and "**Subsidiary**" means any one of them;

"**Supplemental Offering Materials**" means any "*written communication*" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares other than the Offering Documents or amendments or supplements thereto, including, without limitation, any Investor Presentation Materials relating to the Offer Shares that constitutes such a written communication;

"**Taxation**" or "**Taxes**" means all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC, the U.S., Canada, Singapore and Malaysia or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, business tax, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, fee, assessment, duty, impost, levy, rate, charge or any amount payable to taxing, revenue, customs or fiscal Authorities whether of Hong Kong, the PRC, the U.S., Canada, Singapore and Malaysia or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

"**Time of Sale**" has the same meaning as in the International Underwriting Agreement;

"**Trading Fee**" means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

"**Under-Subscription**" has the meaning ascribed to it in Clause 4.6;

"**Underwriters**" means the Hong Kong Underwriters and the International Underwriters;

"**Underwriters' HK Counsel**" means Sidley Austin, being the Underwriters' legal advisers as to Hong Kong laws;

"**Underwriters' PRC Counsel**" means Allbright Law Offices, being the Underwriters' legal advisers as to PRC laws;

"**Underwriting Commission**" has the meaning ascribed to it in Clause 7.1;

"**Unsubscribed Shares**" has the meaning ascribed to it in Clause 4.6;

"**U.S.**" and "**United States**" means the United States of America;

"**Verification Notes**" means the verification notes relating to the Prospectus, copies of which have been signed and approved by, among others, the Directors, and will be delivered to the Sole Sponsor and the Sponsor-OC;

"**Warranties**" means the representations, warranties and undertakings given by the Warrantors as set out in Schedule 3; and

"**Warrantors**" means the Company and the Warranting Shareholders.

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

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a "**company**" shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a "**person**" shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a "**subsidiary**" or a "**holding company**" are to the same as defined in section 15 and 13 of the Companies Ordinance;

1.3.6 "**Clauses**", "**Paragraphs**", "**Recitals**" and "**Schedules**" are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 "**parties**" are to the parties to this Agreement;

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

1.3.9 the terms "**or**", "**including**" and "**and**" are not exclusive;

1.3.10 the terms "**purchase**" and "**purchaser**", when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms "**sell**" and "**sale**", when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Hong Kong Offer Shares by the Company;

1.3.11 a document being "**in the agreed form**" are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Underwriters) with such alternatives as may be agreed between the Company, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Underwriters) but such documents in agreed form do not form part of this Agreement;

1.3.12 a "**certified copy**" means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;

1.3.13 "**written**" or "**in writing**" shall include any mode of reproducing words in a legible and non-transitory form;

1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and

1.3.15 any "**right(s)**", "**duty(ies)**", "**power(s)**", "**authority(ies)**" and "**discretion(s)**" of the Overall Coordinators may be exercised solely by the Sponsor-OC, acting for itself and on behalf of the other Overall Coordinators.

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

1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and *vice versa*.

2 CONDITIONS

2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):

2.1.1 the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Underwriters) receiving from the Company and/or the Company's HK Counsel all Conditions Precedent Documents as set out in Part A of Schedule 4 and Part B of Schedule 4, in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC, not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Underwriters) may agree, respectively;

2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;

2.1.3 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 Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other 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 Main Board;

2.1.4 admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other 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 other Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Underwriters)) in accordance with Clause 2.6 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 not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

2.1.7 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/his 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 or exemptions as stated in the Prospectus to be granted by the Stock Exchange or the SFC having been 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 Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, 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 other Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC, the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the H Shares and the fulfilment of such Conditions.

2.3 **Extension:** The Sole Sponsor and the Sponsor-OC (for itself and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Sole Sponsor and the Sponsor-OC may determine (in which case the Sole Sponsor and the Sponsor-OC shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Sole Sponsor and Sponsor-OC 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, to waive or modify (with or without condition(s) attached and in whole or in part) such Condition.

2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions has not been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.

2.5 **No waiver in certain circumstances:** The Sole Sponsor's, the Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers', the Hong Kong Underwriters' or the CMIs' 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 other 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 other 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 12:00 noon on September 17, 2026, and no extension is granted by the Sole Sponsor and Overall Coordinators pursuant to Clause 2.3, then the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators (including their attorneys) 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 number of Offer Shares and/or the indicative Offer Price range:** The Overall Coordinators (for themselves and on behalf of the other 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 number of Offer Shares and/or the indicative Offer Price range as stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange at *www.hkexnews.hk* and on the website of the Company at *www.transwarp.cn* notices of the reduction, the cancellation of the Global Offering and the relaunch of the offer at the revised number of Offer Shares and/or the revised Offer Price. Upon issue of such a notice, the revised number of Offer Shares and/or Offer Price will be final and conclusive. Such notice shall also include confirmation or revision, as appropriate, of the use of proceeds of the Global Offering, the working capital statement and the Global Offering statistics set out in the Prospectus, and any other financial information which may change as a result of such reduction; (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and (iii) comply with all the Laws applicable to that reduction.

3 APPOINTMENTS

3.1 **Sole Sponsor**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of HTI Capital as the sole sponsor of the Company in relation to its application for Admission, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to its engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate, which shall continue to be in full force and effect.

3.2 **Sponsor-OC and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of HTI Securities as the sponsor-overall coordinator, and HTI Securities, Shenwan Hongyuan Securities (H.K.) Limited and Futu

Securities International (Hong Kong) Limited as the overall coordinators in connection with the Global Offering, and each of the Sponsor-OC and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of HTI Securities as the designated sponsor-overall coordinator and overall coordinator of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the sponsor-OC and the overall coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandate and OC Engagement Letters, which shall continue to be in full force and effect.

3.3 **Joint Global Coordinators**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators as the joint global coordinators in connection with the Global Offering, and each of the Joint Global Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.4 **Joint Bookrunners**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.5 **Joint Lead Managers**: The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

3.6 **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 the CMIs as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.

3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its Affiliates or any other person so long as such Affiliates or person(s) are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Each of the appointees referred to in Clauses 3.1 to 3.7 shall remain liable for all acts and omissions of any of its Affiliates or any other person to which it delegates relevant rights, duties, powers and/or discretions pursuant to this Clause 3.8, notwithstanding any such delegation.

3.9 **Conferment of authority:** The Company hereby confirms that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and its Affiliates, and their respective delegates under Clause 3.8, all rights, powers, authorities and discretions on behalf of the

Company which are necessary for, or incidental to, the performance of its roles as a Sole Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, 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, Affiliate and delegate under Clause 3.8 has done or shall do in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Public Offering Documents and this Agreement.

3.10 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or the selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

3.11 **No liability for the Offering Documents and the Offer Price:** Notwithstanding anything in this Agreement, none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any other Indemnified Party shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and their respective delegates under Clause 3.8 or any other Indemnified Party, including, without limitation, with respect to the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

3.11.1 any omission of information from any Offering Documents, or any amendment or supplement thereto, or any information or statement of fact or opinion contained therein being or being alleged to be untrue, incorrect, inaccurate or misleading;

3.11.2 any of the matters referred in Clauses 9.2.1 to 9.2.3; and

3.11.3 any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

Notwithstanding anything contained in Clause 9, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 9 to recover any Loss incurred or suffered or made as a result of or in connection with any of the foregoing matters.

3.12 **No fiduciary duties:** Each of the Warrantors acknowledges and agrees that (i) the Sole Sponsor, in its role as such, is acting solely as sponsor in connection with the listing of the H Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OC, in its role as such, is acting solely as 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 Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vi) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering, (vii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, and (viii) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering.

Each of the Warrantors further acknowledges that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead

Managers, the Hong Kong Underwriters and the CMIs are acting pursuant to a contractual relationship with the Warrantors entered into on an arm's length basis, and in no event do the parties intend that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, as applicable, act or be responsible as a fiduciary or adviser to the Warrantors, their respective directors, management, shareholders or creditors or any other person in connection with any activity that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters have advised or are currently advising the Warrantors or any of them on other matters), and each of the Warrantors hereby confirms its/his/her understanding and agreement to that effect. The Warrantors, on the one hand, and the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as applicable, to the Warrantors or any of them regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them.

The Warrantors, on the one hand, and the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as applicable, on the other hand, agree that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Warrantors, and none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, has assumed, or will assume, any fiduciary, agency 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 Main Board of the Stock Exchange or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, have advised or are currently advising the Warrantors or any of them on other matters).

Each of the Warrantors further acknowledges and agrees that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs are not advising the Warrantors, their respective directors, management, shareholders or creditors or any other person (to the extent applicable) as to any legal, Tax, investment, accounting or regulatory matters (except for, with respect to the Sole Sponsor, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in its capacity as sole sponsor in connection with the proposed listing of the Company) in any jurisdiction. Each of the Warrantors shall consult with its/his/her own advisers concerning such matters and shall be responsible for making its/his/her own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to any of the Warrantors with respect thereto. Any review by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters relating thereto shall be performed solely for the benefit of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and shall not be on behalf of any of the Warrantors.

The Warrantors further acknowledge and agree that that the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;

3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;

3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;

3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;

3.14.6 advised and guided the Company and the 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 Underwriters that they have met or will meet these responsibilities; and

3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Sole Sponsor shall arrange for and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange at *www.hkexnews.hk* and the official website of the Company at *www.transwarp.cn* on the days specified in Schedule 6 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at *www.transwarp.cn* and the official website of the Stock Exchange at *www.hkexnews.hk*.

4.2 **Receiving Banks and Nominees:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominees to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to the terms and the conditions contained in the Receiving Bank Agreement. The Company shall procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) each of the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Bank Agreement.

4.3 **H Share Registrar and 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 provision of the HK eIPO White Form Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.

4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a No. 8 typhoon warning signal or above, "*extreme conditions*" caused by a super typhoon as announced by the Government of the Hong Kong and/or a black rainstorm warning signal (collectively, "**Severe Weather Signals**") being in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such Severe Weather Signal remains in force at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the time of opening and closing of the Application Lists shall be construed accordingly.

4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor and the Overall Coordinators shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares and to reject or accept in whole or in part any Hong Kong Public Offering Application.

The Company shall, and shall procure the Receiving Banks and the H Share Registrar to, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinators with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators may require for the purposes of determining, *inter alia*:

4.5.1 in the event of an Under-Subscription, the number of Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications; or

4.5.2 in the event of an Over-Subscription, the number of times by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; and

4.5.3 the level of acceptances and basis of allocation of the Hong Kong Offer Shares.

4.6 **Several underwriting commitments:** Upon and subject to the terms and conditions of this Agreement and in reliance upon the Warranties, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to Accepted Hong Kong Public Offering Applications (an "**Under-Subscription**"), the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by the Hong Kong Underwriter's Applications of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 4.7) shall, subject as provided in Clauses 4.10 and 4.12, procure applications to purchase, or failing which themselves as principals apply to purchase, the number of Hong Kong Offer Shares remaining available as a result of the Under-Subscription (the "**Unsubscribed Shares**"), as the Sponsor-OC may in its 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), provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in SCHEDULE 2):

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

where in relation to such Hong Kong Underwriter:

N is the number of Unsubscribed Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Sponsor-OC may determine to avoid fractional shares;

T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable;

C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;

P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;

AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.7, 4.10 and 4.12, as applicable; and

AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Sponsor-OC in its sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sponsor-OC of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Sponsor-OC or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.

4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and

accepted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 4.5, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

4.9 **Applications and payment for Unsubscribed Shares:** In the event of an Under-Subscription, the Overall Coordinators shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsubscribed Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

4.9.1 make application(s) for such number of Unsubscribed Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant, and deliver to the Overall Coordinators records for the duly completed applications; and

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

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on September 18, 2026 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and 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 an Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to subscribe pursuant to Clause 4.6. Any application submitted or procured to be submitted by any of the Overall Coordinators pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.

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

4.11.1 subject to any required reallocation as set out in Clause 4.11.2 or 4.11.3, 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;

4.11.2 if the International Offer Shares is fully subscribed or over-subscribed and the Over-Subscription represents a subscription of (i) 10 times or more but less than 50 times, or (ii) 50 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offering, so that the total number of Offer Shares available under the Hong Kong Public Offering will be increased to 1,401,100 (in the case of (i)) or 2,802,200 (in the case of (ii)) Offer Shares, respectively, representing approximately 10% (in the case of (i)) or approximately 20% (in the case of (ii)), respectively, of the total number of Offer Shares available under the Global Offering; and

4.11.3 if (i) the International Offer Shares initially offered under the International Offering are not fully subscribed but the Hong Kong Offer Shares under the Hong Kong Public Offering are fully or over-subscribed, or (ii) the International Offer Shares initially offered under the International Offering are fully subscribed or over-subscribed and the Over-Subscription occurs, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Over-Subscription, provided that the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering shall not be increased to more than 1,401,200, representing double of the number of Hong Kong Offer Shares available under the Hong Kong Public Offering and the final Offer Price shall be fixed at the low-end of the indicative Offer Price range (i.e. HK$49.00 per Offer Share) stated in the Prospectus.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide and Practice Note 18 (as modified by Rule 18C.09) to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.

4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange to be granted by the Listing Committee.

5 ALLOTMENT AND PAYMENT

5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on September 18, 2026 (the date specified in the Prospectus for the despatch of share certificates):

5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived or modified in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the 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 Nominees will be paid in Hong Kong dollars to the Company at or around 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominees receiving written confirmation from the Sponsor-OC 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 Sponsor-OC

in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Sponsor-OC is hereby irrevocably and unconditionally authorized by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Sponsor-OC (and where a person other than the Sponsor-OC is entitled to any amount so deducted, such amount will be received by the Sponsor-OC on behalf of such person) the amounts payable by the Company pursuant to Clause 7, provided that a breakdown showing particulars of amounts to be deducted shall be provided to and approved by the Company in writing prior to deduction; and

5.2.2 to the extent that the amounts deducted by the Nominees under Clause 5.2.1 are insufficient to cover, or the Nominees do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clause 7, the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or forthwith upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sponsor-OC (for itself and on behalf of the other 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 the maximum Offer Price per Offer Share as indicated in the Prospectus.

5.3 **Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sponsor-OC will, for itself and on behalf of the other Hong Kong Underwriters, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sponsor-OC is hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.

5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company**: Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Sponsor-OC will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sponsor-OC is hereby irrevocably and unconditionally authorized by the Company to direct the Nominees 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's Agreement, the Nominees will pay refunds of applications monies, and the H Share Registrar will arrange for payment of refunds of application monies, to those successful or unsuccessful applicants under the Hong Kong Public Offering who are or may be entitled to receive any refund of application monies (in whole or in part) in

accordance with the terms of the Hong Kong Public Offering specified in the 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 Nominees pursuant to the terms of the Receiving Bank Agreement.

5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominees or any other application of funds.

6 STABILIZATION

6.1 **No Stabilization by the Hong Kong Underwriters:** Each of the Hong Kong Underwriters hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company.

6.2 **No stabilization by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it/he will not, and will cause its/his Affiliates or any of its/his or its/his Affiliates' respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:

6.2.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

6.2.2 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.

7 COMMISSIONS AND COSTS

7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Hong Kong Underwriters an underwriting commission equal to 2.5% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the "**Underwriting Commission**"). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favourable than as set out in the respective OC Engagement Letters and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide; 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.

7.2 **Incentive fee:** The Company may, at its sole discretion, pay any one or all of the Hong Kong Underwriters an additional incentive fee (the "**Incentive Fee**") of up to 1.5% 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.

7.3 **Sponsor fee and other fees and expenses**: The Company shall further pay to the Sole Sponsor the sponsor fee and other fees and expenses of such amount and in such manner as have been separately agreed between the Company (or any member of the Group) and the Sole Sponsor pursuant to and in accordance with the terms of the Sponsor and Sponsor-OC Mandate.

7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the H Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby including, without limitation:

7.4.1 fees, disbursements and expenses of the Reporting Accountants;

7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the H Shares, any service provider appointed by the Company in connection with HK eIPO White Form Service, and the process agent referred to in Clause 16.4 hereof;

7.4.3 fees, disbursements and expenses of all Legal Advisers and any other legal advisers to the Company or the Underwriters;

7.4.4 fees, disbursements and expenses of any public relations consultants engaged by the Company;

7.4.5 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;

7.4.6 fees, disbursements and expenses of any translators engaged by the Company;

7.4.7 fees, disbursements and expenses of the Receiving Banks and the Nominees;

7.4.8 fees, disbursements and expenses of the financial printer engaged by the Company;

7.4.9 fees 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;

7.4.10 fees 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;

7.4.11 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 Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs and any such consultants and their respective representatives;

7.4.12 all printing, document production, courier and advertising costs in relation to the Global Offering;

7.4.13 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto;

7.4.14 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;

7.4.15 all costs and expenses for printing and distribution of research reports, and conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;

7.4.16 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;

7.4.17 the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company, all capital duty (if any), premium duty (if any), stamp duty (if any), Taxation, levy and other fees, costs and expenses payable in respect of the creation, issue, allotment, sale, distribution and delivery of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of and the performance of any provisions of this Agreement or otherwise in connection with the Global Offering;

7.4.18 all costs and expenses related to the preparation and launching of the Global Offering;

7.4.19 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;

7.4.20 all stock admission fees, processing charges and related expenses payable to HKSCC;

7.4.21 all CCASS transaction fees payable in connection with the Global Offering;

7.4.22 all fees and expenses related to background check and searches, company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, company searches and directorship searches and other searches conducted in connection with the Global Offering; and

7.4.23 all costs, fees and out-of-pocket expenses incurred by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs 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 7.4 or pursuant to any other agreements between the Company and any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs,

shall be borne by the Company, and the Company shall, and the Warranting Shareholders shall procure the Company to, pay or cause to be paid all such fees, costs, charges, Taxation and

expenses. Notwithstanding anything to the contrary in Clause 17.12, if any costs, expenses, fees or charges referred to in this Clause 7.4 is paid or to be paid by any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs for or on behalf of the Company, the Company shall, and the Warranting Shareholders shall procure the Company to, reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or CMI on an after-tax basis.

7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall, and the Warranting Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties, all costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have been incurred or are liable to be paid by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs and all other costs, fees, charges, Taxation and expenses payable by the Company pursuant to Clauses 7.3 and 7.4 within 15 Business Days of the first written request by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or the relevant party which incurred the costs, fees, charges, Taxation and expenses, as the case may be, and the Sponsor-OC may, in accordance with the provisions of the Receiving Bank Agreement, instruct the Nominees to make such payment.

7.6 **Time of payment of costs:** All commissions, fees, costs, charges and expenses referred to in this Clause 7 shall, except as otherwise provided in this Clause 7, if not so deducted pursuant to Clause 5.2, be payable by the Company in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, or in the absence of such engagement letter or agreement, within 15 Business Days of the first written request by the Overall Coordinators.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 3 hereto, and each of the Warranting Shareholders hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of Schedule 3 hereto, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs is entering into this Agreement in reliance upon the Warranties.

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

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

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

8.2.3 on the Acceptance Date;

8.2.4 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 delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);

8.2.7 the Announcement Date;

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

8.2.9 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Sole Sponsor and/or the Sponsor-OC, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) in writing if it comes to its/his/her knowledge that any of the Warranties is untrue, inaccurate, misleading or breached in any respect or ceases to be true and accurate or becomes misleading or breached in any respect, at any time up to the last to occur of the dates specified in Clause 8.2, or if it/he/she becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate or misleading in any respect, or any significant new factor likely to materially and adversely affect the Global Offering which arises between the date of this Agreement and the Listing Date and which comes to the attention of any 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 Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters not to, and shall procure that any other Group Company shall not, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect, misleading or breached in any respect at any time up to the last to occur of the dates specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents, the CSRC Filings or any of them without the prior approval of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters).

8.5 **Remedial action and announcements:** Each of the Warrantors shall notify the Sole Sponsor and the Sponsor-OC, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading or breached in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or (ii) any event shall occur or any circumstance shall

exist which would or might (1) render untrue, inaccurate or misleading any statement, whether fact or opinion, contained in the Offering Documents, the CSRC Filings or any of them; or (2) result in the omission of any fact which is material for disclosure or required by applicable Laws to be disclosed in the Offering Documents, the CSRC Filings or any of them, if the same were issued immediately after occurrence of such event or existence of such circumstance; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents or CSRC Filings; or (iv) any significant new factor likely to affect the Hong Kong Public Offering, the Global Offering or any Warrantor shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Sole Sponsor, the Sponsor-OC and/or the Overall Coordinators, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents, the CSRC Filings or any of them as the Sole Sponsor and the Sponsor-OC may require and supplying the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require. For the avoidance of doubt, the consent or approval of the Sole Sponsor and/or the Sponsor-OC 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 Sponsor-OC, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any other Hong Kong Underwriters under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the Sole Sponsor's, the Sponsor-OC's, the Overall Coordinators', the Joint Global Coordinators', the Joint Bookrunners', the Joint Lead Managers', the Hong Kong Underwriters' or the CMIs' 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 Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters), except as required by Laws, in which case the relevant Warrantor shall first consult the Sole Sponsor and the Sponsor-OC before such issue, publication or distribution or act or thing being done.

8.6 **Warrantors' Knowledge:** A reference in this Clause 8 or in Schedule 3 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due and careful enquiry and that such Warrantor (if an individual) or the directors of such Warrantor (if a legal entity) has/have used its/his/her 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 Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.

8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its/his personal representatives or its/his successors in title.

8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole

Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs (or the rights of any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs) against any other person under the same or a similar liability.

8.9 **Consideration:** Each of the Warrantors has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs agreeing to enter into this Agreement on the terms set out herein.

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

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

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

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

9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No action, writ, or proceeding (including any investigation or inquiry by or before any Authority) or claim (whether or not any such claim involves or results in any action, suit or proceeding) shall be made against any Indemnified Party by, and no Indemnified Party shall be liable to (whether direct or indirect, in contract, tort or otherwise and whether or not related to third party claims or the indemnification rights referred to in this Clause 9), the Indemnifying Parties to recover any of the losses, liabilities, damages, payments, costs (including legal costs), charges, fees and expenses ("**Losses**") or Taxation which the Indemnifying Parties may suffer or incur by reason of or in any way arising out of: (i) the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein and in the Hong Kong Public Offering Documents, the performance by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or the other Indemnified Parties of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering; (ii) the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares, the preparation or despatch of the Hong Kong Public Offering Documents; or (iii) any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

9.2 **Indemnity:** Each of the Indemnifying Parties undertakes, from time to time, jointly and severally, to indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against (i) all Proceedings whether made,

brought or threatened or alleged to be instituted, made or brought against (jointly or severally), or otherwise involving any Indemnified Party, and (ii) all Losses (including, 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:

9.2.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proofs, the CSRC Filings, notices, announcements, advertisements, communications, Investor Presentation Materials or other documents relating to or connected with the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them) (collectively, the "**Related Public Information**"); or

9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or

9.2.3 any statement, estimate, forecast or expression of opinion, intention or expectation contained in the Related Public Information, being or alleged to be untrue, incomplete, inaccurate or misleading in any respect, or based on an unreasonable assumption, or any omission or alleged omission to state therein a fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading; or

9.2.4 the execution, delivery and performance by the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them of their or its obligations and roles under this Agreement, the Offering Documents or the Listing Rules or in connection with the Global Offering, including but not limiting to their respective roles and responsibilities under the Code of Conduct as a Sponsor-OC, Overall Coordinator, CMI or otherwise, as applicable; or

9.2.5 the execution, delivery or performance of this Agreement by the Warrantors and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or

9.2.6 any breach or alleged breach on the part of the Warrantors or any action or omission of any Group Company or any Warrantor or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association, the International Underwriting Agreement or any other agreements in connection with the Global Offering to which it is or is to be a party; or

9.2.7 any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue or inaccurate or misleading in any respect or alleged to have been breached in any respect; or

9.2.8 any breach or alleged breach of the Laws of any country or territory resulting from the issue, publication, distribution or making available of any of the Related Public Information and/or any offer, sale or distribution of the Offer Shares otherwise than in

accordance with and on the terms of those documents, this Agreement and the International Underwriting Agreement; or

9.2.9 any act or omission or alleged act or omission of any Group Company or any of the Warrantors in relation to the Global Offering; or

9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

9.2.11 any failure or alleged failure by the Company, any of the Warranting Shareholders, any of the Directors or members of the senior management of the Company, or any Group Company to comply with their respective obligations under the Listing Rules, the Articles of Association, the CSRC Rules or applicable Laws (including the failure or alleged failure to complete truthfully, completely and accurately the relevant declarations and undertaking with regard to the Directors for the purpose of the Hong Kong Public Offering) ; or

9.2.12 any breach or alleged breach by any Group Company, any Director or any of the Warrantors of the applicable Laws in any respect; or

9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company, any of the Directors or any of the Warranting Shareholders, or settlement of any such Proceeding; or

9.2.14 any breach or alleged breach by any of the Warrantors of the terms and conditions of the Hong Kong Public Offering; or

9.2.15 the operation of the HK eIPO White Form Service and the performance of all services in connection therewith; or

9.2.16 any other matter arising in connection with the Global Offering,

provided, however, that the indemnity provided for in this Clause 9.1 shall not apply in respect of any Indemnified Party to the extent where any such Proceeding made against, or any such Loss suffered by, such Indemnified Party is finally judicially determined by a court of competent jurisdiction or finally determined by a properly constituted arbitral panel (as the case may be) to have caused solely and directly out of the fraud, gross negligence or wilful misconduct on the part of such Indemnified Party, and the non-application of the indemnity provided for in Clause 9 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

9.3 **Notice of claims**: If any of the Warrantors becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.1, it/he shall promptly give notice thereof to the Sole Sponsor and the Sponsor-OC (for itself and on behalf of any Indemnified Parties) in writing with reasonable details thereof.

9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Laws or obligation of confidentiality, notify the Indemnifying Parties of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Parties shall not relieve the Indemnifying Parties from any liability which they may have to any Indemnified Party under this Clause 9 or otherwise. The Indemnifying Parties may participate at their expense in the defense of such Proceedings including appointing counsel at their expense to act for them in such Proceedings; provided, however, except with the consent of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of any Indemnified Parties), that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties. Unless the Sole Sponsor and the Sponsor-OC (for themselves and on behalf of any Indemnified Parties)

consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor and the Sponsor-OC (for itself and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The fees and expenses of separate counsel to any Indemnified Parties shall be borne by the Indemnifying Parties and paid as incurred.

9.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any current, pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity or contribution could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Laws) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, the Indemnifying Parties under this Agreement. The Indemnifying Parties shall be liable for any settlement or compromise by the Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of the Indemnifying Parties, and agree to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, or compromise or consent judgement. The Indemnified Parties are not required to obtain consent from the Indemnifying Parties with respect to such settlement or compromise or consent to judgment. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at Law or otherwise, and the obligations of the Indemnifying Parties shall be in addition to any liability which the Indemnifying Party may otherwise have.

9.6 **Arrangements with advisers:** If any Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party shall:

9.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;

9.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

9.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.

9.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 9.

9.8 **Payment free from counterclaims/set-offs**: All payments made by any Indemnifying Party under this Clause 9 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by

Laws. If the Indemnifying Party makes a deduction or withholding under this Clause 9, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

9.9 **Payment on demand**: All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within 15 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.

9.10 **Taxation**: All payments pursuant to this Clause 9 will be made free and clear of any withholding or deduction for or an account of Taxation, unless such withholding or deduction is required by Law. If a payment under this Clause 9 will be or has been subject to Taxation, the Indemnifying Parties shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.

9.11 **Full force**: The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and each of them that it will, and each of the Warranting Shareholders shall undertake with respect to Clauses 10.2, 10.3, 10.6 and 10.8 and shall 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 CSRC Rules, the Listing Rules and all applicable Laws and all applicable requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including, without limitation:

10.1.1 complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to allot and issue the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering and, if any of the Hong Kong Offer Shares falls to be taken up pursuant to Clause 4.6, to the applicants under Clauses 4.9 and 4.10, respectively

10.1.2 as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares, 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 H Share certificates in respect of which successful applicants have elected for delivery into CCASS shall be duly delivered to the depositary for HKSCC for credit to the stock accounts of such HKSCC participant(s) as may be specified for such purpose by or on behalf of the relevant applicant and procuring that the names of the successful applicants (or, where appropriate, HKSCC Nominees

Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee);

10.1.3 doing all such things as are necessary to ensure that Admission is obtained and not cancelled or revoked;

10.1.4 making and obtaining all necessary Approvals and Filings (including the CSRC Filings) with and/or from the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authorities, including but not limited to lodging with the Stock Exchange all relevant documents, declarations and undertakings on FINI in such manner, form and time as required under the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC;

10.1.5 making available on display on Stock Exchange's website at *www.hkexnews.hk* and the Company's website at *www.transwarp.cn* the documents referred to in the section headed "*Appendix VII – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display – 2. Documents Available on Display*" of the Prospectus, and making available for inspection at the offices of Jun He Law Offices at 7/F, AIA Central, 1 Connaught Road Central, Central, Hong Kong, the documents referred to in the section headed "*Appendix VII – Documents Delivered to the Registrar of Companies in Hong Kong and Available on Display – 3. Documents Available for Inspection*" of the Prospectus, for the period stated therein;

10.1.6 using its best endeavours to procure that the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Nominees shall comply in all respects with the terms of their respective appointments under the terms of the Registrar's Agreement and the Receiving Bank Agreement, and do all such acts and things as may be required to be done by them in connection with the Global Offering and the transactions contemplated therein;

10.1.7 procuring that none of the Company, any member of the Group, the Warranting Shareholders, and/or any of their respective directors, supervisors, officers, employees, Affiliates and/or agents, shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth (40th) day immediately following the Price Determination Date;

10.1.8 procuring that none of the Directors and that the relevant Directors to procure none of their respective associates will himself/herself or themselves (or through a company controlled by him/her or them), apply to subscribe for Hong Kong Offer Shares either in his/her or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;

10.1.9 procuring that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through a nominee unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters);

10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section headed "*Future Plans and Use of Proceeds*" of the Prospectus (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 Sponsor-OC during a period of 12 months from the Listing Date, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Sole Sponsor and the Sponsor-OC), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory, that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanction Laws;

10.1.11 cooperating with and fully assisting, and procuring the members of the Group, the Warranting Shareholders, the substantial shareholders (as defined in the Listing Rules), Associates of the Company, and/or any of their respective directors, officers, employees, Affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist, in a timely manner, each of the Sole Sponsor, the 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;

10.1.12 notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other 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; (b) falls within (i) any of the placee categories (other than "*Not Applicable*" or, unless requested, "*Non-SFC authorised fund*") as set out in the Stock Exchange's placee list template or required to be disclosed by the Stock Exchange's FINI interface in relation to placees or under the Listing Rules or (ii) any of the groups of placees that would be required under the Listing Rules (including but not limited to Rule 12.08A) to be identified in the Company's allotment results announcement; or (c) is financed directly or indirectly by, or accustomed to taking instructions from, the Company, any of the Directors, chief executive, substantial shareholder(s) (as defined in the Listing Rules) or existing shareholder(s) of the Company or any Group Company or a close associate of any of them;

10.1.13 prior to publishing any press release in connection with the Global Offering, submitting drafts of such press release to the Sponsor-OC (for itself and on behalf of the other Underwriters) and the Sole Sponsor for their review;

10.1.14 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

10.1.15 from the date hereof until 5:00 p.m. on the date which is the 30th Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital, nor (ii) changing or altering its capital structure (including but not

limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise); and

10.1.16 that no preferential treatment has been, nor will be, given to any placee and its Close Associates by virtue of its relationship with the Company in any allocation of the placing tranche;

10.2 **Information**: provide:

10.2.1 to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs all such information known to the Company or the Warranting Shareholders or which on due and careful enquiry ought to be known to the Company or the Warranting Shareholders and whether relating to the Group or the Company or any of the Warranting Shareholders or otherwise as may be required by the Sole Sponsor or the Overall Coordinators (for themselves and on behalf of the other Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and

10.2.2 to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Overall Coordinators may reasonably require.

10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:

10.3.1 at any time after the date of this Agreement up to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time;

10.3.2 enter into any commitment or arrangement which, in the sole opinion of the Sole Sponsor and the Sponsor-OC, has or will or may result in a Material Adverse Effect or adversely affect the Global Offering;

10.3.3 take any steps which, in the sole opinion of the Sole Sponsor and the Sponsor-OC, would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention in the Prospectus and/or the CSRC Filings;

10.3.4 amend any of the terms of the appointments of the H Share Registrar, the Receiving Banks, the Nominees and the HK eIPO White Form Service Provider without the prior written consent of the Sole Sponsor and the Sponsor-OC;

10.3.5 at any time after the date of this Agreement up to and including the Listing Date, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus; and

10.3.6 without the prior written approval of the Sole Sponsor and the Sponsor-OC (for themselves and on behalf of the other Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or

make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and/or the CMIs under this Agreement;

10.4 **Maintaining listing**: maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the H Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;

10.5 **Legal and regulatory compliance:** comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:

10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for admission of trading and the collection of specified information on subscription and settlement;

10.5.2 complying with the Listing Rules requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;

10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;

10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;

10.5.5 submitting to the Stock Exchange, as soon as practicable before the commencing of dealings in the H Shares on the Stock Exchange, the declaration to be signed by a Director and the secretary of the Company in the form set out in Form F (published in the "*Regulatory Forms*" section of the Stock Exchange's website) via FINI;

10.5.6 procuring that the audited consolidated accounts of the Company for its financial year ending December 31, 2026 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the Accounts contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;

10.5.7 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of the Shares, or facilitate the sale

or resale of the securities of the Company, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance;

10.5.8 at all times adopting and upholding a securities dealing code no less exacting than the "*Model Code for Securities Transactions by Directors of Listed Issuers*" set out in Appendix C3 to the Listing Rules and procuring that the directors of the Company uphold, comply and act in accordance with the provisions of the same;

10.5.9 complying with the Listing Rules, the CSRC Filing Rules, Part XIVA of the Securities and Futures Ordinance and/or any other applicable Laws to disclose by way of announcement or otherwise and disseminate to the public, under certain circumstances, information affecting the information contained in the Prospectus and/or any information required by the CSRC, the Stock Exchange, the SFC or any other relevant Authority to be announced and disseminated to the public, provided that the Company shall give the Sole Sponsor and the Sponsor-OC not less than three Business Days' notice and reasonable opportunity to review and comment on such disclosure prior to issuance;

10.5.10 providing to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor and/or the Overall Coordinators may require;

10.5.11 paying all Taxation, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong and the PRC, or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement, and indemnifying and holding harmless the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs against any such Taxation, duty, levy, fee, charge and expense (including any interest or penalty);

10.5.12 complying with all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the "**Relevant Information**"); and (C) maintenance of confidentiality of any Relevant Information;

10.5.13 where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including but not limited to the CSRC Rules), promptly notifying the CSRC or the relevant Authority in the PRC and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;

10.5.14 keeping the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or of any other relevant Authority, and to enable the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the other Underwriters) to provide (or procuring their

provision) to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, such information as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;

10.5.15 providing to or procuring for the Sole Sponsor and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;

10.5.16 complying, cooperating and assisting with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator;

10.5.17 complying with all the undertakings and commitments made by it or the Directors in the Prospectus, the CSRC Filings and submissions to the Stock Exchange, the SFC and/or the CSRC;

10.5.18 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules;

10.5.19 ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the H Shares; and

10.5.20 conducting the Group's business and affairs in compliance with all applicable Laws.

10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** If, at any time within 12 months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in the Offering Documents or the CSRC Filings or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents and the CSRC Filings had it arisen before any of them was issued or would be required to be included in any post-listing reports to CSRC pursuant to the CSRC Rules, then, in connection therewith, (i):

10.7.1 subject to any restrictions imposed by any Laws, promptly provide full particulars thereof to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs;

10.7.2 if so required by the Sole Sponsor or the Overall Coordinators, inform the Stock Exchange, the SFC or the CSRC of such change or matter;

10.7.3 if so required by the Stock Exchange, the SFC, the CSRC, the Sole Sponsor or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Sole Sponsor and the Sponsor-OC) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Sole Sponsor and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC, the CSRC, the Sole Sponsor and/or the Overall Coordinators may require; and

10.7.4 to the extent required by any Authority or pursuant to any applicable Laws, make all necessary announcements to the Stock Exchange and the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and (ii) not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter aforesaid without the prior written consent of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) provided that such consent shall not be unreasonably withheld or delayed.

For the purposes of this Clause 10.7, "**significant**" means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules.

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

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination by the Sole Sponsor and the Sponsor-OC:** The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the H Shares commences on the Stock Exchange:

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

(a) any new law or regulation or any change or development involving a prospective change 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, Malaysia, Canada 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, U.S. 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 U.S. dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or

(c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder,

paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases , accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or

(d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange (including the STAR Market), the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange; or (ii) the trading in any securities of the Company listed or quoted on a stock exchange or an over-the-counter market; or

(e) the imposition or declaration of any general moratorium on banking activities in or affecting any of the Relevant Jurisdictions or any disruption in commercial banking or foreign exchange trading or securities settlement or clearing services, procedures or matters in or affecting any of the Relevant Jurisdictions; or

(f) other than with the prior written consent of the Sole Sponsor and the Sponsor-OC, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or

(g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director or 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 Warranting 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 demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or

(j) any non-compliance of the Prospectus (or any other documents used in connection with the contemplated offering, allotment, issue, subscription or sale of any of the Offer Shares), the CSRC Filings or any aspect of the Global Offering with the Listing Rules or any other applicable Laws; or

(k) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Warranting Shareholder or any Director or senior management members as named in the Prospectus; or

(l) any contravention by any Group Company or any Director of the Listing Rules or applicable Laws; or

(m) any change or prospective change, or a materialization of, any of the risks set out in the section headed "*Risk Factors*" of the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters):

i. 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;

ii. has or will or may have a material adverse effect on the success of the Global Offering or the level of applications under the Hong Kong Public Offering or the level of indications of interest under the International Offering; or

iii. makes or will make or may make it impracticable, inadvisable, inexpedient or incapable for any material part of this Agreement, the Hong Kong Public Offering or the Global Offering to be performed or implemented as envisaged, or for the Hong Kong Public Offering and/or the Global Offering to proceed, or to market the Global Offering, or the delivery or distribution of the Offer Shares on the terms and in the manner contemplated by the Offering Documents; or

iv. has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

11.1.2 there has come to the notice of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other 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 issued or used by or on behalf of the Company in connection with the Hong Kong Public Offering (including any supplement or amendment thereto) (the "**Global Offering Documents**") was, when it was issued, 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 Prospectus, constitute a material omission or misstatement in any Global Offering Document; or

(c) any breach of, or any event or circumstance rendering untrue or incorrect or misleading in any respect, any of the representations, warranties and undertakings given by the Company or the Warranting 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 member of the Warranting Shareholders or any cornerstone investor (as applicable) to this Agreement, the International Underwriting Agreement or the Cornerstone Investment Agreements; or

(f) there is any change or development involving a prospective change, constituting or having a Material Adverse Effect; or

(g) that the Chairman of the Board, any Director or any member of senior management of the Company named in the Prospectus seeks to retire, or is removed from office or vacating his/her office; or

(h) any Director or any member of senior management of the Company named in the Prospectus is being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management or taking directorship of a company; or

(i) the Company withdraws the Prospectus (and/or any other documents used in connection with the subscription or sale of any of the Offer Shares pursuant to the Global Offering) or the Global Offering; or

(j) that the approval by the Listing Committee of the listing of, and permission to deal in, the H Shares to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or

(k) any person (other than the Sole Sponsor) has withdrawn its consent to the issue of the Prospectus with the inclusion of its reports, letters and/or legal opinions (as the case may be) and references to its name included in the form and context in which it respectively appears; or

(l) any prohibition on the Company for whatever reason from offering, allotting, issuing or selling any of the Offer Shares pursuant to the terms of the Global Offering; or

(m) an order or petition is presented for the winding-up or liquidation of any member of the Group, or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group or anything analogous thereto occurs in respect of any member of the Group; or

(n) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Sole Sponsor and the Sponsor-OC, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or

(o) that (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 Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) may, in its sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

11.2.1 each of the parties hereto shall cease to have any rights or obligations under this Agreement, save in respect of the provisions of this Clause 11.2 and Clauses 7.3, 7.4, 7.5, 9, 13 to 17 and any rights or obligations which may have accrued under this Agreement prior to such termination;

11.2.2 with respect to the Hong Kong Public Offering, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Overall Coordinators pursuant to Clause 4.10 and/or by successful applicants under valid applications under

the Hong Kong Public Offering shall be refunded forthwith (in the latter case, the Company shall procure that the H Share Registrar and the Nominees dispatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the Registrar's Agreement and the Receiving Bank Agreement); and

11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Sponsor-OC the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Sponsor-OC may, in accordance with the provisions herein, instruct the Nominees to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that except pursuant to the Global Offering, at any time after the date of this Agreement up to and including the date falling six months after the Listing Date (the "**First Six Month Period**"), it will not, without the prior written consent of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in the share capital or any other securities of the Company or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

12.1.2 enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of the Shares or any other securities of the Company, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares); or

12.1.3 enter into any transaction with the same economic effect as any transaction described in Clause 12.1.1 or 12.1.2 above; or

12.1.4 offer to or agree to do any of the foregoing specified in Clause 12.1.1, 12.1.2 or 12.1.3 or announce any intention to do so,

in each case, whether any of the foregoing transactions is to be settled by delivery of share capital or such other securities, in cash or otherwise (whether or not the issue of such share capital or other securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clause 12.1.1, 12.1.2 or 12.1.3 above or offers to or agrees to or announces any intention to effect any such transaction during the period of six months commencing on the date on which the First Six Month Period expires (the "**Second Six Month Period**"), it will take all reasonable steps to ensure that such an issue or disposal will not, and no other act of the

Company will, create a disorderly or false market for any Shares or other securities of the Company.

The Warranting Shareholders undertake to each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it/he shall procure the Company to comply with the undertakings in this Clause 12.1.

12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it will, and the Warranting Shareholders undertake to procure that the Company will, comply with the minimum public float requirements (the "**Minimum Public Float Requirement**") and the minimum free float requirements (the "**Minimum Free Float Requirement**") specified in the Listing Rules, and it will not (i) effect any purchase of the H Shares, or agree to do so, which may reduce the holdings of the H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters); or (ii) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement.

12.3 **Lock-up on the Warranting Shareholders:** Each of the Warranting Shareholders hereby undertakes to each of the Company, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that, without the prior written consent of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

12.3.1 it/he will not, and will procure that the relevant registered holder(s), any nominee or trustee holding on trust for it/him and the companies controlled by it/him will not, at any time during the First Six Month Period and the Second Six Month Period, (i) sell, offer to sell, accept subscription for, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or deposit any Shares or other securities of the Company with a depositary in connection with the issue of depositary receipts, or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable or any interest in any of the foregoing), or (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 12.3.1(i) or (ii) above, or (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 12.3.1(i), (ii) or (iii) above, in each case, whether any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) above is to be settled by delivery

of Shares or other securities of the Company or in cash or otherwise, and whether or not the transactions will be completed within the First Six Month Period; and

12.3.2 until the expiry of the Second Six Month Period, in the event that it enters into any of the transactions specified in Clause 12.3.1(i), (ii) or (iii) or offer to or agrees to or contract to or publicly announce any intention to effect any such transaction, it/he will take all reasonable steps to ensure that such a disposal will not create a disorderly or false market in the securities of the Company.

The restrictions in this Clause 12.3 shall not prevent the Warranting Shareholders from (i) purchasing additional Shares or other securities of the Company and disposing of such additional Shares or securities of the Company in accordance with the Listing Rules, provided that any such purchase or disposal does not contravene the lock-up arrangements with the Warranting Shareholders referred to in this Clause 12.3 or the compliance by the Company with the Minimum Public Float Requirement, and (ii) using the Shares or other securities of the Company or any interest therein beneficially owned by them as security (including a charge or a pledge) in favor of an authorized institution (as defined in the Banking Ordinance (Chapter 155 of the Laws of Hong Kong)) for a *bona fide* commercial loan, provided that (a) the relevant Warranting Shareholder will immediately inform the Company, the Sole Sponsor and the Sponsor-OC in writing of such pledge or charge together with the number of Shares or other securities of the Company so pledged or charged if and when it/he or the relevant registered holder(s) pledges or charges any Shares or other securities of the Company beneficially owned by it/him, and (b) when the relevant Warranting Shareholder receives indications, either verbal or written, from the pledgee or chargee of any Shares that any of the pledged or charged Shares or other securities of the Company will be disposed of, it/he will immediately inform the Company, the Sole Sponsor and the Sponsor-OC of such indications.

The Company hereby undertakes to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that upon receiving such information in writing from the Warranting Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, the SFO and/or any other applicable Law, notify the Stock Exchange and/or other relevant Authorities, and make a public disclosure in relation to such information by way of an announcement.

12.4 **Full force:** The undertakings in this Clause 12 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed.

13 ANNOUNCEMENTS

13.1 **Restrictions on announcements:** No announcement concerning this Agreement, any matter contemplated herein or any ancillary matter hereto shall be issued, published, made publicly available or despatched by the Company or any of its Warranting Shareholders (or by any of their respective directors, officers, employees, consultants, advisers or agents) during the period of 12 months from the date of this Agreement without the prior written approval of the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters), except in the event and to the extent that any such announcement, circular, supplement or document is required by applicable Laws or the Listing Rules or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the Stock Exchange, the CSRC and the SFC, whether or not the requirement has the force of law, and any such announcement, circular, supplement or document so issued, published, made publicly available or despatched by any of the parties shall be made only after consultation with the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters), and after the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) have had a reasonable opportunity to review and comment on

the final draft and their respective comments (if any) have been fully considered by the issuer(s) thereof.

13.2 **Discussion with the Sole Sponsor and the Sponsor-OC:** The Company undertakes to the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters) that it will, and the Warranting Shareholders undertake to procure that the Company will, conduct prior discussion with the Sole Sponsor and the Sponsor-OC in relation to any announcement proposed to be made to the public by or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the 12 months from the date of this Agreement, which may conflict with any statement in the Prospectus.

13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, 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 its Affiliates and its and its Affiliates' respective directors, officers, employees, consultants, advisers or agents will, for a period of two years from the date of this Agreement, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or in relation to the other parties to this Agreement.

14.2 **Exceptions:** Any party hereto may disclose, or permit its Affiliates, its and its Affiliates' respective directors, officers, employees, 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 Stock Exchange, the CSRC and the SFC, whether or not the requirement for disclosure of information has the force of law;

14.2.3 required to vest the full benefit of this Agreement in such party;

14.2.4 disclosed to the professional advisers, auditors and internal auditors of such party on a need-to-know basis and/or under a duty of confidentiality;

14.2.5 the information has come into the public domain through no fault of such party;

14.2.6 required or requested by any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinator, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs or any of their respective Affiliates to seek to establish any defense or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;

14.2.8 the other parties (and in the case of the Hong Kong Underwriters, by the Sole Sponsor and the Sponsor-OC (for itself and on behalf of the other Hong Kong Underwriters)) have given prior written approval to the disclosure, provided that such approval shall not be unreasonably withheld or delayed; or

14.2.9 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the information;

provided that, in the case of Clauses 14.2.3 and 14.2.8, 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 and the matters and arrangements referred to or contemplated in this Agreement.

15 NOTICES

15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and, if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting; and

15.2.4 if sent by email, when successfully transmitted.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

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

If to the **Company**:

Address:	11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road, Xuhui District, Shanghai, PRC
Email:	project_star@transwarp.io
Attention:	Wang Shiyao

If to any of the **Warranting Shareholders**, to the address and email address of such Warranting Shareholder specified under the name of such Warranting Shareholder in Schedule 1, respectively.

If to **HTI Capital and HTI Securities**:

Address:	Suites 3001-3006 and 3015-3016, One International Finance Centre, 1 Harbor View Street, Central, Hong Kong
Email:	project.star.2025@htisec.com
Attention:	Project Star 2025 Team

If to any of the other **Overall Coordinators** and **Hong Kong Underwriters**, to the address of such Overall Coordinator and Hong Kong Underwriter, and for the attention of the person,

specified under the name of such Overall Coordinator and Hong Kong Underwriter in SCHEDULE 2, respectively.

15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with it (a "**Dispute**") shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the "**Rules**"). The Rules are deemed to be incorporated by reference into this Clause 16.2.The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

16.3 **Service of documents:** Without prejudice to the provisions of Clause 16.4, each of the parties unconditionally and irrevocably agrees that any writ, summons, order, judgment or other notice of legal process shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.

Service of process upon the Warranting Shareholders by service upon the Warranting Shareholders' Process Agent (as defined below) in its/his/her capacity as agent for the service of process for the Warranting Shareholders shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Warranting Shareholders. If for any reason the Warranting Shareholders' Process Agent shall cease to be agent for the service of process for any of the Warranting Shareholders or if the place of business in Hong Kong of the Company identified above shall cease to be an available address for the service of process for the Company, the Company or such Warranting Shareholder(s) (as the case may be) shall promptly notify the Sole Sponsor and the Sponsor-OC and within 14 days to designate a new address in Hong Kong as its place of business or appoint a new agent for the service of process in Hong Kong (as the case may be) acceptable to the Sole Sponsor and the Sponsor-OC. Where a new agent is appointed for the service of process for the Warranting Shareholder(s), such Warranting Shareholder(s) shall deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment as soon as reasonably practicable, failing which the Sole Sponsor and the Sponsor-OC shall be entitled to

appoint such new agent for and on behalf of such Warranting Shareholder(s), and such appointment shall be effective upon the giving of notice of such appointment to such Warranting Shareholder(s). Nothing in this Agreement shall affect the right to serve process in any other manner permitted by the applicable Laws.

Where proceedings are taken against any Warrantor in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, such Warrantor shall forthwith appoint an agent for the service of process (which includes service of all and any documents relating to such proceedings) in that jurisdiction acceptable to the Sole Sponsor and the Sponsor-OC and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days from the date on which notice of the proceedings was given, failing which the Sole Sponsor and the Sponsor-OC shall be entitled to appoint such agent for and on behalf of such Warrantor, and such appointment shall be effective upon the giving notice of such appointment to such Warrantor. Nothing in this Agreement shall affect the right to serve process in any other matter permitted by the applicable Laws.

16.4 **Process agent:** The Company has established a place of business in Hong Kong at 31/F, Tower Two, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.

Without prejudice to Clause 16.3 above, each of the Warranting Shareholders hereby irrevocably appoints the Company (the **"Warranting Shareholders' Process Agent**") as his/her authorized representative for the acceptance of service of process (which includes service of all and any documents relating to any proceedings) arising out of or in connection with any arbitration proceedings or any proceedings before the courts of Hong Kong and any notices to be served on any of the Warranting Shareholders in Hong Kong.

16.5 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company or any of the Warranting Shareholders has or can claim for itself/himself/herself or its/his/her assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or any charter or otherwise) from any action, suit, proceedings or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court or arbitral tribunal, from service of process, from any form of attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, from the obtaining of judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself/himself/herself or its/his/her assets, properties or revenues any such immunity (whether or not claimed), the Company or such Warranting Shareholders hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings (to the extent permitted by applicable Laws).

17 MISCELLANEOUS

17.1 **Time is of the essence:** Save as otherwise expressly provided herein including without limitation the right of the Sole Sponsor and the Sponsor-OC hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.

17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the

legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.

17.3 **Assignment:** Each of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, as applicable. Obligations under this Agreement shall not be assignable.

17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).

17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.

17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Sole Sponsor and the Sponsor-OC, the Sponsor and Sponsor-OC 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, constitute the entire agreement between the Company, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement.

For the avoidance of doubt, the Sponsor and Sponsor-OC Mandate, the OC Engagement Letters and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto.

17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto. Without prejudice to Clause 17.15.3, no consent of any third party is required with respect to any variation, amendment, waiver, termination to this Agreement.

17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party authorizes the attachment of the counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

17.10 **Judgment Currency Indemnity:** In respect of any judgment or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the "**judgment currency**") other than Hong Kong dollars, each of the Warrantors will, jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order or award, and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgment currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "**rate of exchange**" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Authority to the Sponsor-OC and Overall Coordinators:** Unless otherwise provided herein:

17.11.1 each of the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein; and

17.11.2 each of the Overall Coordinators (other than the Sponsor-OC) hereby authorizes the Sponsor-OC to act on behalf of all the Overall Coordinators in its sole and absolute discretion in the exercise of all rights and discretions granted to the Overall Coordinators or any of them under this Agreement and authorizes the Sponsor-OC in relation thereto to take all actions it may consider desirable and necessary to give effect to the transactions contemplated herein.

17.12 **Taxation**: All payments to be made by or on behalf of the Company or the Warranting Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present or future Taxes. If any Taxes are required by any Laws to be deducted or withheld in connection with such payments, the Company or the Warranting Shareholders, as the case may be, will increase the amount paid and/or to be paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Warranting Shareholders, as the case may be) will pay an additional amount to such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party may reasonably request, (b) promptly making available to such party notices received from any Authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

17.13 **Officer's Certificates:** Any certificate signed by any officer of a Warrantor and delivered to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers or any Underwriter or CMI or any counsel for the Underwriters pursuant to this Agreement shall be deemed to be a representation and warranty by the relevant Warrantor, as to matters covered thereby, to the Sole Sponsor, the Sponsor-OC or any of the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Underwriters and the CMIs.

17.14 **No right of contribution:** Each of the Warranting Shareholders hereby irrevocably and unconditionally:

17.14.1 waives any right of contribution or recovery or any claim, demand or action it/he may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against it/him, or any loss or damage or liability suffered or incurred by it/him, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it/he entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;

17.14.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to it/him whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and

17.14.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it/him under this Agreement) not to make any claim against any member of the Group or any director, officer or employee of the Company or of any other member of the Group on whom it/he may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.

17.15 **Right of Third Parties:** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance, and to the extent otherwise set out in this Clause 17.15:

17.15.1 Indemnified Parties who are not parties to this Agreement may enforce and rely on Clause 9 to the same extent as if they were a party to this Agreement;

17.15.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

17.15.3 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in Clause 17.15.1.

17.16 **Professional Investors**: Each of the Company and the Warranting Shareholders has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions "**you**" or "**your**" shall mean each of the Company and the Warranting Shareholders, and "**we**" or "**us**" or "**our**" shall mean the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Underwriters).

17.17 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.

17.18 **Further Assurance**: The Warrantors shall from time to time, on being required to do so by the Sole Sponsor, the Sponsor-OC and/or the Overall Coordinators now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor, the Sponsor-OC and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

17.19 **Survival**: The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

SCHEDULE 1

THE WARRANTING SHAREHOLDERS

Warranting Shareholder	Address	Email
Sun Yuanhao (孫元浩)	Room 502, No. 27, Lane 300, Gulong Road, Minhang District, Shanghai, PRC	yuanhao.sun@transwarp.io
Shanghai Zanxing Investment Center (Limited Partnership) (上海贊星投資中心(有限合夥))	11/F, Tower B & 3/F, Yuehong Plaza, No. 88 Hongcao Road, Xuhui District, Shanghai, PRC	yuanhao.sun@transwarp.io

SCHEDULE 2

THE OVERALL COORDINATORS AND THE HONG KONG UNDERWRITERS

(I) Overall Coordinators

Overall Coordinator	Address
Haitong International Securities Company Limited	28/F, 30/F, Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong
Futu Securities International (Hong Kong) Limited	34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong
Shenwan Hongyuan Securities (H.K.) Limited	Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong

(II) Hong Kong Underwriters

Hong Kong Underwriter	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
Haitong International Securities Company Limited 28/F, 30/F, Suites 3001-3010 and 3015-3016, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong	See below	See below
Futu Securities International (Hong Kong) Limited 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong	See below	See below
Shenwan Hongyuan Securities (H.K.) Limited Level 6, Three Pacific Place, 1 Queen's Road East, Hong Kong	See below	See below
Webull Securities Limited Suites 2509-12, 25/F, Tower 6, The Gateway Harbour City, Kowloon, Hong Kong	See below	See below
BOCOM International Securities Limited 9/F, Man Yee Building, 68 Des Voeux Road Central, Central, Hong Kong	See below	See below
Huafu International Securities Limited Unit 2603-06, 26/F Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong	See below	See below

Hong Kong Underwriter	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
CMB International Capital Limited 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong	See below	See below
TFI Securities and Futures Limited 16/F, Two Pacific Place 88 Queensway Admiralty Hong Kong	See below	See below
SPDB International Capital Limited 33/F, SPD Bank Tower, One Hennessy, 1 Hennessy Road, Hong Kong	See below	See below
First Securities (HK) Limited Room 1708-1710, 17/F, China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong	See below	See below
Total:	700,600	100%

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

A = B/C x 700,600 Shares

where:

"A" is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 700,600 Shares, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

"B" is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

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

SCHEDULE 3

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors, jointly and severally, represents, warrants and undertakes to the Sole Sponsor, the 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 None of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular or any individual Supplemental Offering Material (as defined below) when considered together with the Preliminary Offering Circular and the Disclosure Package, 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, except that the representations and warranties set forth in this paragraph do not apply to statements or omissions made in reliance upon and in conformity with written information furnished to the Company by or on behalf of any Hong Kong Underwriter expressly and specifically for use therein, it being understood and agreed that such information consists solely of the names, logos and addresses of the Hong Kong Underwriters.

1.2 No individual Supplemental Offering Material (as defined below) conflicts or will conflict with the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package or the Offering Circular (as used herein, "**Supplemental Offering Material**" means any "**written communication**" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares (other than the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or amendments or supplements thereto), including, without limitation, any roadshow materials, investor presentations and press releases relating to the Offer Shares that constitutes such a written communication).

1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair grounds, assumptions and expectations honestly held based on facts known to each of the Company, any Subsidiary, and/or any of their respective directors, supervisors (if any), officers, employees, affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act, "**affiliates**") or agents; there are and will be no other facts known or which could, upon 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.

1.4 The Hong Kong Public Offering Documents contain and will contain (A) all information and particulars required to comply with the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Listing Rules, all other rules and regulations of the Stock Exchange and all 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 advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, business, condition (financial or otherwise), financial position, profits and losses, management and prospects of the Company and the Subsidiaries, taken as a whole, and the rights attaching to the Shares.

1.5 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Warrantors, the Subsidiaries and/or any of their respective directors, supervisors (if any), officers, employees, 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 fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

1.6 Except where permitted or required by the Stock Exchange, the Company has not published any advertisement or other publicity material in any newspaper or other media in connection with the Global Offering in the United States, Hong Kong, the PRC or any other jurisdiction at any time prior to the Global Offering and has complied, to the extent applicable, with Chapter 4.14 of the Guide For New Listing Applicants published by the Stock Exchange (as amended and updated from time to time, the "Guide") in respect of Rule 9.08 of the Listing Rules.

1.7 Without prejudice to any of the other Warranties:

1.7.1 the statements contained in the section of each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "Future Plans and Use of Proceeds," including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration and inquiry;

1.7.2 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular relating to Company's consolidated indebtedness as at close of business on June 30, 2026 are complete, true and accurate and not misleading and all material developments in relation to the Company's indebtedness have been disclosed;

1.7.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the section headed "Financial Information" are complete, true and accurate and not misleading;

1.7.4 the statements relating to the Group's liquidity and capital resources contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the section headed "Financial Information" are complete, true and accurate and not misleading;

1.7.5 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular are complete, true and accurate and not misleading;

1.7.6 the statements contained in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular (A) in the sections headed "Share Capital" and "Appendix V—Summary of the Articles of Association," insofar as they purport to describe the terms of the Offer Shares; (B) in the section headed "Regulatory Overview" and "Appendix IV—Summary of Principal Legal and Regulatory Provisions," insofar as they purport to describe the provisions of Laws and regulations affecting or with respect to the business of the Company and the Subsidiaries; (C) in the section headed "Appendix III—Taxation and Foreign Exchange" and "Appendix VI—Statutory and General Information," insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed "Appendix V—Summary of the Articles of Association," insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material respects and are not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;

1.7.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular under the heading "Summary—Dividends" and "Financial Information—Dividends" 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;

1.7.8 the statements contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the section headed "Risk Factors" are complete, true and accurate and not misleading and represent the true and honest belief of the Warrantors and their respective directors (if applicable) arrived at after due, proper and careful consideration; and

1.7.9 the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors or the Subsidiaries or their respective directors or employees (if applicable) and all statements and information provided by or on behalf of any of the Warrantors or the Subsidiaries and their respective directors or employees (if applicable) 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 authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or the Subsidiaries or if applicable, their respective directors (or any of them) or employees have been given or prepared in good faith and with due care and attention.

1.8 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 and fairly presents the information shown therein; the section entitled "Financial Information" in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular accurately describes the Company's exposure to changes in interest rates, liquidity and foreign exchange rates, risk exposure estimates, and sensitivity of the Company's assets and liabilities to changes in interest rates and foreign exchange rates as of the dates indicated therein, and the limitations of such sensitivity analysis; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure

Package and the 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.

1.9 All information supplied or disclosed in writing or orally from time to time (and any new or additional information that updates or amends such information) by or on behalf of the Warrantors, the Subsidiaries, or their respective directors, supervisors (if any), officers, employees, affiliates or agents to the Stock Exchange, the SFC, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the Shares on the Stock Exchange (including the answers and documents contained or referred to in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package, the 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 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 Filing Rules), the discharge by the Sole Sponsor of its obligations as sponsor under the Code of Conduct, the Listing Rules and other applicable Laws, or for the discharge by the Overall Coordinators and the CMIs of their respective obligations as an Overall Coordinator and/or a CMI under the Code of Conduct, the Listing Rules and other applicable Laws, and the responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC or any other Authorities and the documents contained therein or referred thereto, and the submissions made by or on behalf of the Company and/or any of the Subsidiaries) was so disclosed or made available in full and in good faith and was when given and remains complete, true and accurate and not misleading.

2 **CSRC Filings**

2.1 Each of the CSRC Filings is and remains complete, true and accurate in all material respects and not misleading, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.

2.2 All information disclosed or made available in writing or orally and used as the basis of information contained in the CSRC Filings by or on behalf of the Company and/or any of the Subsidiaries, and/or any of their respective directors, officers, employees, affiliates or agents, to the CSRC, the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and/or the legal and other professional advisers for the Company for the purpose of replying to queries and comments raised by the CSRC (including the information, answers and documents used as the basis of information contained or referred to in the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Sole Sponsor, the Sponsor-OC, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Filing Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and remains complete, true and accurate and not misleading in any respect, and there is

no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.

2.3 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing 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.

3 Neither the Company nor any of the Warranting 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 Sponsor-OC, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

4 **The Company and the Subsidiaries**

4.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the section headed "Share Capital" in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and all of the issued shares of the Company (A) have been duly authorized, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; (E) have been issued in compliance with all applicable Laws, (F) are not subject to any Encumbrances or adverse claims, and (G) are and upon the Listing Date will be owned by shareholders identified in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the amounts specified therein; no person is, or at each of (i) the date of this Agreement, (ii) the 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.

4.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use, lease and operate its properties and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and is capable of suing and being sued in its own name.

4.3 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.

4.4 The articles of association or other constituent or constitutive documents or the business licence (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.

4.5 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, except where the failure to receive any such certification would not, individually or in the aggregate, result in a Material Adverse Effect.

4.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).

4.7 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.

4.8 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.

4.9 None of the Company or any of the Subsidiaries is conducting or proposes to conduct any business, or has acquired or proposes to acquire or has incurred or proposes to incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to the Company or such Subsidiary, as the case may be, but which is not directly or indirectly related to the business of the Company and the Subsidiaries, taken as a whole, as described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

5 **Offer Shares**

5.1 The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,

5.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;

5.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular;

5.1.3 will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;

5.1.4 will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the 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

5.1.5 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.

5.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.

5.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, including the descriptions in the sections headed "Share Capital" and "Appendix V—Summary of the Articles of Association".

5.4 The certificates for the Offer Shares are in proper form to be legal and valid under the applicable Laws of the PRC and Hong Kong.

5.5 Except as set forth in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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.

6 **The Underwriting Agreements and the Operative Documents**

6.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by any of the Warrantors pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly and validly authorized, 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.

6.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.

7 **No Conflict, Compliance and Approvals**

7.1 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 articles of association or other constituent or constitutive documents and its business licence (as applicable); (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 it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect, and have not received any notice of any actual or potential liability under or pursuant to any violation of applicable Laws.

7.2 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 articles of association or other constituent or constitutive documents or the business licence (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.

7.3 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all licences, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over any of the Warrantors or the Subsidiaries, or any of their respective properties (each a "**Governmental Authorization**") required or advisable under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and for the Company and the Subsidiaries to carry on their business and operations as described in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, 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.

7.4 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.

7.5 The Company has taken all necessary corporate and other actions to authorize, and has obtained all necessary approvals and authorizations (including approvals and authorizations from the shareholders of the Company and the Directors) in connection with, the Global Offering, the use and application of the proceeds from the Global Offering, the issue, publication, distribution or making available of each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, 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.

7.6 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, each of the Company and the Subsidiaries (A) is in compliance with all Laws described or referred to in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the sections headed "Regulatory Overview" ("**Relevant Laws**"); (B) has received all Governmental Authorizations required of them under Relevant Laws to own, lease, license and use its property

and assets and conduct their respective businesses, and such Governmental Authorizations are valid and in full force and effect and contain no conditions precedent that have not been fulfilled or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations; none of the Company or any of the Subsidiaries has received any notice of revocation or modification of any such Governmental Authorization or has any reason to believe that any Authority is considering modifying, suspending or revoking any such Governmental Authorizations; and the Company and the Subsidiaries have not received notice of any actual or potential liability under or violation of the Relevant Laws.

7.7 (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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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.

8 **Accounts and Other Financial Information**

8.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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.

8.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the IFRS Accounting Standards issued by the International Accounting Standards Board ("**IFRS**") and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting

practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular are derived from the accounting records of the Company and the Subsidiaries, present accurately and fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements included therein; (E) the unaudited pro forma financial information (and the notes thereto) included under "Appendix II—Unaudited Pro Forma Financial Information" (and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 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 pro forma net tangible assets and the notes thereto (and other pro forma financial statements, information and data, if any); (F) the depreciation and amortization has been made at rates sufficient to spread the cost over their respective estimated useful lives to the Company; (G) there are no other financial statements (historical or pro forma), selected financial data (including any financial ratios) of the Company or the Subsidiaries that are required by any applicable Law or Listing Rules to be included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are required to be disclosed under IFRS or applicable disclosure requirements but are not described in any of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and (I) to the best of the Warrantors' knowledge, after due and careful inquiry, there is no arrangement, circumstance, event, condition or development that could result in a material restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

8.3 The unaudited (but reviewed) stub period comparative consolidated financial information of the Company, which comprises the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the three months ended March 31, 2025 and other explanatory information, included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and the unaudited interim condensed consolidated financial information of the Company as of and for the six months ended June 30, 2026 (including the comparative information for the six months ended June 30, 2025) set out in Appendix IA to the Prospectus, (A) has been reviewed by the Reporting Accountants with reference to Hong Kong Standard on Review Engagements 2410 or International Standard on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity, as applicable; (B) has been prepared in conformity with the IFRS 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, (D) gives a true and fair view of, and reflects 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 interim periods involved, (E) presents fairly the combined results of operations of the Company and its Subsidiaries for the interim periods involved, (F) contains no inaccuracies or discrepancies in any material respect; (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; and (H) gives a true and fair view of the consolidated results of operations of the Company for the period from January 1, 2025 to March 31, 2025 and the period from January 1, 2026 to June 30, 2026, as applicable.

8.4 The prospective information as set forth in the sections "Summary," "Business" and "Financial Information" of each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (the "**Prospective Financial Information**") (A) has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company on the basis of facts known to the Company and the bases and assumptions stated in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Disclosure Package, the Offering Circular and the CSRC Filings, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 based on the stated bases and assumptions.

8.5 The unaudited consolidated management accounts of the Company and its Subsidiaries as of June 30, 2026 and for the six months ended June 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 six months ended June 30, 2026; (B) contain no inaccuracies or discrepancies in any material respect; and (C) present fairly the consolidated financial position of the Company as of June 30, 2026 and the consolidated results of operations of the Company for the six months ended June 30, 2026.

8.6 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular entitled "Financial Information—Liquidity and Capital Resources" (the "**Working Capital Statement**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Prospectus Date and that in the Company's view, taking into account the net proceeds to be received by the Company from the Global Offering,

the financial resources available to the Company and the Subsidiaries, including the Company's consolidated cash and cash equivalents on hand, and available banking facilities, the working capital available to the Company and the Subsidiaries is and will be adequate for the Company and the Subsidiaries' present requirements and for at least the 12-month period immediately following the Prospectus Date.

8.7 The statements set forth in the section entitled "Financial Information—Material Accounting Policies and Significant Accounting Judgments and Estimates" in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular are complete, true and accurate in all material respects and not misleading and accurately describe in all material respects (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 Company's legal advisers and the Reporting Accountants with regard to such selection, application and disclosure.

8.8 The sections entitled "Financial Information—Liquidity and Capital Resources" and "Financial Information—Indebtedness" in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular accurately and fairly describe in all material respects (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all indebtedness (actual or contingent) of the Company or the Subsidiaries; 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 and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.

8.9 The board memorandum of profit forecast for the year 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 and reviewed by the Reporting Accountants in connection with the Global Offering and prepared after due and careful inquiry and on the bases and assumptions stated in such memorandum which the Directors honestly believe to be fair and reasonable; and (A) all statements of fact in such memorandum are complete, true and accurate in all material respects and not misleading; (B) all expressions of opinion contained in such memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported; and (C) the assumptions used in the preparation of the Profit Forecast Memorandum are those the Company believes are significant in making the profit forecast of the Group and reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; there are no other material facts or assumptions known to the Company, after due and careful inquiry, 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.

8.10 (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 information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 information was withheld from the Reporting Accountants, the Sole Sponsor, the 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

8.11 All historical financial information contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I and Appendix II to the Prospectus) has been either correctly extracted from the report of the Reporting Accountants set out in Appendix I and Appendix II to the Prospectus or is derived from the relevant accounting records of the Company and the Subsidiaries which the Warrantors in good faith believe are reliable and accurate, and are a fair presentation of the data purported to be shown.

8.12 The valuation of Level 3 financial assets and liabilities as included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular has been prepared after due and careful inquiry by the Warrantors and upon bases and assumptions which are fair and reasonable based on facts, events and circumstances known to the Warrantors.

9 Indebtedness and Material Obligations

9.1 (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 mortgage or charge or any 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) 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.

9.2 (A) The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its articles of association or other constituent or constitutive documents or its business licence (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 debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries, (i) such borrowing facility has been duly authorized, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility are or will be capable of drawdown in accordance with the terms, and (iii) 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) no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or pledged to the Company or any of the Subsidiaries from or by any Authority in consequence of which the Company or the relevant Subsidiary is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

10 **Subsequent Events**

10.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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 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.

10.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature; (C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arm's length terms;

and (D) there have 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.

10.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, there has not been (A) any Material Adverse Effect; (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.

10.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, there has been and will be no material change in the issued share capital or increase in non-current borrowings of the Group as of (i) the date of this Agreement, (ii) the Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and there has been and will be no decreases in total revenues during the period from January 1, 2026 to (i) the date of this Agreement, (ii) the date of the Offering Circular (if different from the date hereof) or (iii) each Time of Sale (as defined in the International Underwriting Agreement), as applicable, in each case as compared to the corresponding periods in the preceding financial year.

10.5 (A) None of the suppliers and customers of the Company or any of the Subsidiaries has owned any interest in the Company or any of its Subsidiaries; (B) none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, is 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.

11 **Assets**

11.1 (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; (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; (C) each lease to which the Company or any Subsidiary is a party has been duly executed and is legal, valid, binding and enforceable in accordance with its terms against the other parties thereto; (D) no 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 licence 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) each of the Company and the Subsidiaries has obtained all land-use rights and rights of way in respect of the real properties required to conduct its business and to which it holds title, free and clear of all Encumbrances and defects; (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, licence, concession or agreement of whatsoever nature relating to such occupation; 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, and no other real properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, except, in the case of (A) to (I) above, as would not, individually or in the aggregate, result in a Material Adverse Effect.

11.2 (A) Each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the "**Intellectual Property**") described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; (C) to the best of the Warrantors' knowledge, there is no claim to the contrary or any 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 infringed or is infringing the Intellectual Property of a third party, and none of the Warrantors or the Subsidiaries has received notice or claim by a third party to the contrary; (E) there are no third parties who have, or to the best of the Warrantors' knowledge after due and careful inquiry, will be able to establish, rights to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, except for, and to the extent of, the ownership rights of the owners of the Intellectual Property which are licensed to the Company and/or any of the Subsidiaries; (F) to the best of the Warrantors' knowledge, there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the 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 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 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 infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Warrantors' knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) there is no patent or patent application that contains claims that interfere with the issued or pending claims of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries or that challenges the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over intellectual property matters, except, in the case of (A) to (K) above, as would not, individually or in the aggregate, result in a Material Adverse Effect.

11.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries; (B) the Information Technology are adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licences 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 licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement, and each such agreement is in full force and effect; and no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or is likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are maintained and operated in a manner reasonably sufficient for the conduct of the Group's business as currently conducted; (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) to the best of the Warrantors' knowledge, there are no material defects relating to the Information Technology; (H) each of the Company and the Subsidiaries

has in place procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.

11.4 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, "worm" or "Trojan horses") in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Company or any of the Subsidiaries which is necessary for the business of the Company or the relevant Subsidiaries.

11.5 The Group has implemented and maintained adequate and effective controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data, or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their businesses and/or the Global Offering, and there have been no breaches, violations, outages, leakages or unauthorized uses of or accesses to the same that would reasonably be expected to result in a Material Adverse Effect.

12 **Compliance with Employment and Labor Laws**

12.1 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, none of the Company and the Subsidiaries has any material obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; all housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of the present or past employees of each of the Company and the Subsidiaries arising from their employment with the Company or such Subsidiary are fully provided for by way of an adequately funded pension scheme established for and on behalf of the Company or such Subsidiary that is or was the employer of such person or established by the Company or such Subsidiary in the name of the relevant present or past employees; there are no material amounts owing or promised to any present or former directors, employees or consultants of the Company or any Subsidiary other than remuneration accrued, due or for reimbursement of 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 that would reasonably be expected to result in a Material Adverse Effect; 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) that would reasonably be expected to result in a Material Adverse Effect; none of the Company and the Subsidiaries has any material undischarged liability to pay to any Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, senior management, key employees or consultants; no liability has been incurred by the Company or any Subsidiary for breach of any director's, employee's or consultant's contract of service, contract for services or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of the Company or any Subsidiary; none of the Company and the Subsidiaries has any redundancy plans with respect to its employees which are to be implemented in the three years following

the date hereof; where the Company or any Subsidiary participates in, or has participated in, or is liable to contribute to any such scheme, the Company or such Subsidiary has complied with the requirements to make contributions to such schemes in accordance with the terms thereof; 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.

12.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and the subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or 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.

12.3 Save as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

12.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or threatened; and the Company is not aware of any existing, threatened or imminent labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers that would reasonably be expected to result in a Material Adverse Effect; and there has been no violation of any applicable labor and employment Laws by any of the Company or its Subsidiaries, or to the best of the Warrantors' knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries.

13 **Compliance with Environmental Laws**

13.1 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 is in compliance with, all Governmental Authorizations required or advisable under, Environmental Laws (as defined below) in all material respects; to the best of the Warrantors' knowledge, there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any 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 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 Subsidiaries 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.

14 **Cybersecurity and Data Protection**

14.1 (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**"), except as would not, individually or in the aggregate, result in a Material Adverse Effect; (B) to the best of the Warrantors' knowledge, neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the Cyberspace Administration of China ("**CAC**"), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (E) neither the Company nor any of the Subsidiaries has received any claim for compensation from any person in respect of its business under Data Protection Laws or industry standard in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any of the Subsidiaries in respect of the rectification or erasure of data; (F) no warrant has been issued authorizing the cybersecurity, data privacy, confidentiality or archive administration Authority (or any of its officers, employees or agents) to enter any of the premises of the Company or any of the Subsidiaries for the purposes of, inter alia, searching them or seizing any documents or other material found there; (G) neither the Company nor any of the Subsidiaries has received any communication, inquiry, notice, warning or sanctions with respect to the Cybersecurity Law of the PRC or from the CAC or pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (H) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any of the Subsidiaries or any of their respective directors, officers and employees; (I) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any of the Subsidiaries or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (J) neither the Company nor any of the Subsidiaries has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC, the CAC or any other relevant Authority.

15 **Insurance**

15.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments; there are no claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not have a Material Adverse Effect.

15.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular is true, accurate in all material respects and not misleading.

16 **Internal Controls**

16.1 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.

16.2 The Company's internal control over financial reporting is effective, and there are no unremedied 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.

16.3 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) 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.

16.4 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 material 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, in all material respects, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.

16.5 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.

17 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program**

17.1 (A) None of the Warrantors, the Subsidiaries, their respective directors, supervisors (if any), officers, agents, employees and affiliates, or any of such affiliate's respective directors, supervisors, officers, agents and employees (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, targeted by or subject to any Sanctions Laws and Regulations (as defined below); (B) none of the Group Relevant Persons (x) is located, organized or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea and Syria), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular in the

section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or other Person for the purpose of financing any activities or business of or with any Person that is subject to Sanctions Laws and Regulations, or of, with or in the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, North Korea, Syria, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, adviser, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Warrantors and the Subsidiaries is in compliance with all applicable export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the "**EAR**"), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the "**OFAC**"); (E) all items of the Warrantors and the Subsidiaries are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department's Bureau of Industry and Security's ("**BIS**") restricted party lists including the Denied Persons List and Entity List without violating the EAR; (F) the Warrantors and the Subsidiaries covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (G) except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, during the past 10 years, the Group Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of any Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, "**Sanctions Laws and Regulations**" means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person ("**SDN**") List, the Chinese Military Industrial Complex Companies ("**CMIC**") List, the Entity List or the Military End User List, (ii) any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty's Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

17.2 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 engages, or has 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.

17.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorized (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 PRC, Hong Kong, the United States, Canada, Singapore and Malaysia or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Warrantors or any Subsidiary; without prejudice to the foregoing, none of the Group Relevant Persons has violated or is in violation of Anti-Corruption Laws (as used here, "**Anti-Corruption Laws**" means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the relevant provisions of the Criminal Law of the PRC, the Anti-Unfair Competition Law of the PRC, the Provisional Regulations on Anti-Commercial Bribery, the Prevention of Bribery Ordinance (Chapter 201 of the Laws of Hong Kong), any legislation implementing the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and any other applicable anti-bribery or anti-corruption laws, rules or regulations); and the Warrantors and the Subsidiaries have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein; as used herein, "**Government Entity**" means any government or any department, agency or instrumentality thereof, including any entity or enterprise owned or controlled by a government, a judicial body or a public international organization, a body that exercises regulatory authority over any of the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

17.4 None of the Group Relevant Persons or the respective directors, supervisors (if any), officers, agents, employees or affiliates or any other person acting for or on behalf of the foregoing is aware of or has, directly or indirectly, received or authorized 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 PRC, Hong Kong, the United States, Canada, Singapore and Malaysia 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.

17.5 The operations and conducts (as applicable) of the Warrantors and the Subsidiaries are, and at all times have been, conducted in compliance with applicable financial recordkeeping and reporting requirements, including those of the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, any other United States anti-money laundering laws, and any applicable Laws relating to money laundering in all jurisdictions, including the PRC, Hong Kong, the United States, Canada, Singapore and Malaysia, 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 threatened.

18 **Experts**

18.1 Each of the experts named in the section headed "Appendix VI—Statutory and General Information—Other Information—Qualifications and Consents of Experts" of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular and has not withdrawn its consent.

18.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the Company and the Directors disagree with any aspect of such opinions, reports, letters or certificates; and (B) no information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Sole Sponsor, any other consultants or professional advisers, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or the Underwriters, as applicable, for the purposes of their respective preparation of any report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular) in connection with the Global Offering and the listing of the 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.

18.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the "**Relevant Reports**") are considered by the Warrantors to be reasonable and appropriate; (B) the market positioning of the Company contained in the report of the Industry Consultant is considered by the Warrantors to be accurately represented in all material respects, 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 arm's length basis.

19 **Provision of Information**

19.1 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.

19.2 None of the Warrantors, the Subsidiaries, or any of their respective directors, officers, employees, affiliates, advisers or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided to any research analyst any material information, including forward looking information (whether qualitative or quantitative) concerning the Company or any Subsidiary that is not, or is not reasonably expected to be, included in each of the Prospectus, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

20 **Material Contracts and Connected Transactions**

20.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular or filed therewith or with the Registrar of Companies in Hong Kong (collectively, the "**Material Contracts**") have been so duly disclosed or filed, in accordance with applicable Laws and the Listing Rules; none of the Material Contracts will, without the written consent of the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, be entered into or terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company's best knowledge, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Prospectus, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "Appendix VI—Statutory and General Information—Further Information About Our Business—Summary of Material Contracts" has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

20.2 None of the Company or any of the Subsidiaries has any capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm's length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months' notice or less).

20.3 To the best of the Warrantors' knowledge, no 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 in a manner that would reasonably be expected to result in a Material Adverse Effect.

20.4 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.

20.5 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.

20.6 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).

20.7 There will be no connected transactions (as defined under the Listing Rules) between the Company or any of the Subsidiaries and a connected person (as defined under the Listing Rules) subsisting immediately upon completion of the Global Offering and there are no relationships or transactions not in the ordinary course of business between the Company or any of the Subsidiaries and their respective customers, distributors, suppliers or business partners.

20.8 No indebtedness (actual or contingent) and no contract or arrangement 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 (other than any amounts due between the Company and any of the Subsidiaries or between 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.

20.9 None of the Warranting Shareholders, the directors, supervisors (if any) or officers of the Company or any of the Subsidiaries, or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary; or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary.

20.10 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 Sponsor-OC, the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

21 **Historical Changes**

21.1 The descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company (the "**Historical Changes**") and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed, respectively, "History, Development and Corporate Structure" and "Appendix VI—Statutory and General Information" are complete, true and accurate in all material respects and not misleading.

21.2 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.

21.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice

or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the articles of association or other constituent or constitutive documents or the business licence (as applicable) of the Company or any of the Subsidiaries; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which the Company or any of the Subsidiaries is bound or any of their respective properties or assets may be bound or affected; (C) any Laws applicable to the Company or any of the Subsidiaries or any of their respective properties or assets; or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company and/or the Subsidiaries.

21.4 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 pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any property or assets of the Company or any of the Subsidiaries; or (B) has rendered the Company or any of the Subsidiaries liable to any additional tax, duty, charge, impost or levy of any amount which has not been provided for in the accounts upon which the accountant's report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

21.5 All Governmental Authorizations required or advisable in connection with the events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents have been unconditionally obtained or made; all such Governmental Authorizations are valid and in full force and effect and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries prior to the Historical Changes and necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed, maintained or assumed following the Historical Changes; 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.

21.6 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 documents or agreements, written or oral, relating to the Company, any of the Subsidiaries and/or the Warranting 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 Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs, the Underwriters and/or the legal and other professional advisers to the Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

21.7 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "History, Development and Corporate Structure" and "Appendix VI—Statutory and General Information."

22 **Pre-IPO Investments**

22.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular headed "History, Development and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.

22.2 (A) All Governmental Authorizations required or advisable in connection with the Pre-IPO Investments have been unconditionally obtained or made; (B) all such Governmental Authorizations are valid and in full force and effect, and none of such Governmental Authorizations is subject to any condition precedent which has not been satisfied or performed or other materially burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular; and (C) neither the Company nor any of the Subsidiaries is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

22.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

23 **Taxation**

23.1 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 in accordance with the applicable Laws at the time of such filing; and all such returns, reports and filings are complete, true and accurate and are not the subject of any 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the 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).

23.2 All local and national governmental Tax waivers and other local and national PRC Tax relief, concession and preferential treatment granted to the Company or the Subsidiaries are valid, binding and enforceable and do not violate any provision of any Law or statute or any order, rule or regulation of any Authority.

23.3 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 and the PRC or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial placees thereof in the manner contemplated in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

23.4 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.

23.5 Under existing Hong Kong Laws, holders of the Offer Shares are not subject to withholding tax, income tax or any other taxes or duties imposed by any court or Authority of Hong Kong in respect of (i) any payments, dividends or other distributions made on the Offer Shares or (ii) gains made on sales of the Offer Shares between non-residents of Hong Kong consummated outside Hong Kong.

24 **Dividends**

24.1 Dividends and other distributions declared and payable on the 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 the PRC and Hong Kong 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.

24.2 No Subsidiary is prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the shares, capital stock or other equity interests of or in such Subsidiary, from repaying to the Company any loans or advances to such Subsidiary from the Company, or from transferring any of the properties or assets of such Subsidiary to the Company or to any other Subsidiary; such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

25 **Litigation and Other Proceedings**

25.1 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or, to the best of the Warrantors' knowledge, threatened or contemplated by or before any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, supervisors (if any), officers, employees or affiliates, is or may be a party or to which any properties, assets, products or services of the Company or any Subsidiary, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clauses (A), (B) or (C), would or could reasonably

be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package or the Offering Circular and are not so described; none of the Company or any of the Subsidiaries which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

25.2 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.

26 **Market Conduct**

26.1 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 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.

26.2 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; (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.

26.3 None of the Warrantors or any of the Subsidiaries, nor any of their respective directors, officers, supervisors (if any), employees or agents has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, agents or employees is aware of any arrangement which would result in an investor paying

directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

27 **Immunity**

27.1 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 the PRC, Hong Kong and the United States.

28 **Choice of Law and Dispute Resolution**

28.1 The choice of law provisions set forth in the International Underwriting Agreement will be recognized by the courts of the PRC and Hong Kong (except for those laws (i) which such court considers to be procedural in nature; or (ii) the application of which would be inconsistent with public policy, as such term is interpreted under the laws of the applicable jurisdictions); each of the Warrantors can sue and be sued in its own name under the Laws of the PRC and Hong Kong, the agreement by the Warrantors to resolve any dispute by arbitration administered by the HKIAC pursuant to Clause 16 of this Agreement, the agreement by the Warrantors that any decision and award of the HKIAC shall be final and binding on the parties to this Agreement and the International Underwriting Agreement, the waiver and agreement not to plead an inconvenient forum and 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 the PRC and Hong Kong and will be respected by the courts of the PRC and Hong Kong; and any award obtained in the HKIAC pursuant to this Agreement or the International Underwriting Agreement will be recognized and enforced in the courts of the PRC and Hong Kong, subject to the conditions described in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

29 It is not necessary under the Laws of the PRC and Hong Kong that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of the PRC, Hong Kong or any other applicable jurisdictions, as the case may be) should be licensed, qualified or entitled to carry out business in the PRC and Hong Kong (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.

30 **Professional Investor**

31 Each of the Warrantors has read and understood the Professional Investor Treatment Notice set forth in Schedule 7 to 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 the Warrantors, and "we" or "us" or "our" shall mean the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs and the Underwriters.

32 **No Other Arrangements Relating to Sale of Offer Shares**

32.1 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 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.

32.2 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 Warranting 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.

33 **Cornerstone Investment**

33.1 Pursuant to 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.

33.2 (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.

34 **United States Securities Laws and Related Matters**

34.1 No registration of the Offer Shares under the Securities Act will be required for the offer, sale, initial resale and delivery of the Offer Shares to or by any of the Underwriters, the Overall Coordinators, or the Joint Global Coordinators in the manner contemplated in this Agreement and the International Underwriting Agreement and in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

34.2 None of the Company and its affiliates 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.

34.3 The Company is a "foreign issuer" within the meaning of Regulation S under the Securities Act.

34.4 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.

35 **Directors, Officers and Shareholders**

35.1 Any certificate signed by any director or officer of the Warrantors (to the extent applicable) and delivered to the Sole Sponsor, the 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 of the Sole Sponsor, the Sponsor-OC, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, CMI and Underwriter.

35.2 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 Sponsor-OC, the Overall Coordinators and/or the Joint Global Coordinators, as applicable, and such authority and confirmations remain in full force and effect.

35.3 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.

35.4 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 Shares are listed, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

35.5 The Directors have been duly and validly appointed and are the only directors of the Company.

35.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

35.7 None of the directors has a service contract with the Company or any of the Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular.

Part B: Additional Representations and Warranties of the Warranting Shareholders

The Warranting Shareholders represent, warrant and undertake to the Sole Sponsor, the 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 Information about the Warranting Shareholders

1.1 All the information with respect to the Warranting Shareholders included in the Hong Kong Public Offering Documents, the Application Proofs, the Prospectus, the PHIP and the Formal Notice (A) did not contain and will not contain any untrue statement of a material fact; and (B) did not omit and will not omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

1.2 All information with respect to the Warranting Shareholders disclosed or made available in writing or orally from time to time by or on behalf of the Warranting Shareholders and/or any of their respective directors, officers, employees, Affiliates and/or agents, to the Sole Sponsor, the Sponsor-OC, the Overall Coordinators, the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, any of the legal and other professional advisers to the Company or the Underwriters, the Stock Exchange, the SFC and/or the CSRC for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the Stock Exchange, the SFC and/or the CSRC) was, when disclosed or made available, and remains, complete, true and accurate in all material respects and not misleading, and was disclosed or made available in full and in good faith.

2 **Capacity**

2.1 The Warranting Shareholders have full right, power and authority (corporate and other, as applicable) to execute, deliver and perform this Agreement and each of the Operative Documents to which any of them is a party.

3 **Execution and Authorization**

3.1 This Agreement has been duly authorized, executed and delivered by the Warranting Shareholders and when duly authorized, executed and delivered by the other parties to this Agreement or thereto, constitutes a legal, valid and binding agreement of the Warranting Shareholders, enforceable against the Warranting Shareholders in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles.

3.2 The execution and delivery of this Agreement, the International Underwriting Agreement and each of the Operative Documents to which the Warranting Shareholders are a party, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms of this Agreement or of those agreements, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the articles of association or other organizational or constitutional documents or the business licence of the Warranting Shareholders (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which any of the Warranting Shareholders is a party or by which any of the Warranting Shareholders or any of their respective properties or assets is or may be bound or affected; (C) any Laws applicable to the Warranting Shareholders or any of their respective properties or assets, or any judgment, order or decree of any Authority

having jurisdiction over each Warranting Shareholder; or (D) result in the creation or imposition of any Encumbrance on any property or assets of the Warranting Shareholders.

3.3 None of the Warranting Shareholders is in breach or violation of or in default under (and no event has occurred which, with notice, lapse of time, fulfilment of any condition and/or compliance with any formality, would result in a breach or violation of, constitute a default under, or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other organizational or constitutional documents or its business licence; (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, lease, contract or other agreement or instrument to which it/he is a party or by which it/he or any of its/his properties or assets is or may be bound or affected; or (C) any Laws applicable to it/him or any of its/his properties or assets, with such exceptions in the case of (B) and (C) as could not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

3.4 Except for the final approval from the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Warranting Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the performance by the Warranting Shareholders of their respective obligations under this Agreement or the consummation of the transactions contemplated by this Agreement, have been obtained or made and are in full force and effect, and to the best of the Warranting Shareholders' knowledge, there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.

3.5 Except as disclosed in each of the Hong Kong Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package and the Offering Circular, or any individual Supplemental Offering Material, (A) there are no actions or enquiries under any Laws or by or before any Authority pending or, to the best of the Warranting Shareholders' knowledge, threatened, to which any of the Warranting Shareholders is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity; (B) there is no Law that has been enacted, adopted or issued or proposed by any Authority; and (C) there is no judgment, decree or order of any Authority, which would, or could reasonably be expected to, materially and adversely affect the power or ability of such Warranting Shareholder to perform its/his obligations under this Agreement, or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering.

4 Compliance with Laws

4.1 None of the Warranting Shareholders nor, to the best of the Warranting Shareholders' knowledge, any of their respective Affiliates, directors, officers, or employees nor any agent acting on behalf of the Warranting Shareholders has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any Government Official or to any person under circumstances where any of the Warranting Shareholders or any of their respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Warranting Shareholders knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of 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 the Warranting Shareholders or any of their respective Affiliates; without prejudice to the foregoing, none of the Warranting Shareholders or any of their respective Affiliates, directors, officers, or employees or any agent acting on behalf of the Warranting Shareholders has violated or is in violation of Anti-Corruption Laws; and the Warranting Shareholders and their respective

Affiliates have conducted their businesses in compliance with Anti-Corruption Laws and have instituted, maintained and enforced, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with such laws and with the representations and warranties contained herein.

4.2 The Warranting Shareholders have instituted, and maintain and enforce, and will continue to maintain and enforce, policies and procedures designed to promote and achieve continued compliance with all Anti-Corruption Laws.

4.3 The operations of the Warranting Shareholders are and have been conducted at all times in compliance, in all material respects, with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable Anti-Money Laundering Laws of all jurisdictions where the Warranting Shareholders conduct business, and no action or enquiry by or before any Authority involving the Warranting Shareholders with respect to the Anti-Money Laundering Laws is pending or, to the best of the knowledge of the Warranting Shareholders, threatened.

4.4 None of the Warranting Shareholders nor, to the best of the Warranting Shareholders' knowledge, any of their respective directors, officers, employees, agents or Affiliates or any agent acting on behalf of the Warranting Shareholders, is currently subject to or target of any Sanctions Laws and Regulations, nor are the Warranting Shareholders located, organized or resident in a country, region or territory that is targeted by or subject to any Sanctions Laws and Regulations.

4.5 The Warranting Shareholders will cause the Company not to directly or indirectly use the proceeds, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person or in any country or territory that, at the time of such funding or facilitation, is or whose government is targeted by or subject to any Sanctions Laws and Regulations, (ii) to fund or facilitate any activities of or business in any country or territory that is targeted by or subject to any Sanctions Laws and Regulations or (iii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, adviser, investor or otherwise) of any Sanctions Laws and Regulations.

4.6 Since April 24, 2019, the Warranting Shareholders have not knowingly engaged in and are not now knowingly engaged in any dealings or transactions with any person that at the time of the dealing or transaction is or was targeted by or subject to any Sanctions Laws and Regulations or in any country or territory that is targeted by or subject to any Sanctions Laws and Regulations.

4.7 There are (A) no legal, arbitral or governmental actions, proceedings, investigations or inquiries pending or threatened or contemplated by or before any Authority, to which any of the Warranting Shareholders or any of their respective subsidiaries, or any of their respective directors, supervisors (if any), officers, employees or Affiliates, is or may be a party or to which any properties, assets, products or services of the Warranting Shareholders or any of their respective subsidiaries, or any of their respective directors, supervisors (if any) or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which, in any of clauses (A), (B) or (C), would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect, or adversely affect the power or ability of the Warranting Shareholders 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 Public Offering Documents, the Application Proofs, the PHIP, the Preliminary Offering Circular, the Disclosure Package or the Offering Circular and are not so described; none of the Warranting Shareholders or any of their respective subsidiaries which is a party to a joint venture or shareholders' agreement is in

dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

5 **Immunity**

5.1 Under the Laws of the PRC, Hong Kong and the United States, none of the Warranting Shareholders, their respective 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 Warranting Shareholders 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 the PRC, Hong Kong and the United States.

6 **Winding-Up**

6.1 None of the Warranting Shareholders nor any person acting on their behalf has taken any action, nor have any actions under any Laws been started or, to the best of the Warranting Shareholders' knowledge, threatened, to (A) liquidate, wind up, dissolve, make dormant or eliminate the Company; or (B) withdraw, revoke or cancel any Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of their respective properties or assets, required in order to conduct the business of the Company. None of the Warranting Shareholders has made any voluntary arrangement with any of its/his creditors or is insolvent or unable to pay its/his debts as they fall due.

6.2 The Warranting Shareholders have not, at any time during the six-month period immediately prior to the completion of the Global Offering, sold, transferred or conducted any private placement of the Shares of the Company held by, or otherwise beneficially owned by the Warranting Shareholders.

SCHEDULE 4

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the minutes of the meeting of the shareholders of the Company held on August 4, 2025, in relation to the Global Offering referred to in the section headed "*Appendix VI – Statutory and General Information – A. Further Information about the Company – 4. Resolutions Passed by Our Shareholders' General Meeting in Relation to the Global Offering*" of the Prospectus.

2. Two certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:

   (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;

   (b) approving the Global Offering and any issue of the Offer Shares pursuant thereto;

   (c) approving and authorizing the issue of the Hong Kong Public Offering Documents and the issue of the Preliminary Offering Circular and the Offering Circular;

   (d) approving and authorizing the issue and the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and

   (e) approving the Verification Notes.

3. Two certified copies of the minutes of a meeting (or written resolutions) of the governing body of each of the Warranting Shareholders which is a body corporate (other than the Company), approving and/or ratifying (as applicable), among other things, the execution of this Agreement, the International Underwriting Agreement and all other documents as may be required to be executed by it pursuant to each of the above agreements or in connection with the Global Offering and the execution on its behalf and its performance of, its obligations hereunder and thereunder.

4. Two certified true copies of the Registrar's Agreement duly signed by the parties thereto.

5. Two certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.

6. Two certified true copies of the business licence of the Company.

7. Two certified true copies of the Articles of Association which shall become effective upon the Listing Date.

8. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).

9. Two certified true copies of the service agreements or letters of appointment of each of the Directors.

10. Two certified true copies of each of the responsibility letters, powers of attorney (except as already provided in item 14 below) and statements of interests signed by each of the Directors.

11. Two certified true copies of each of the material contracts referred to in the section headed "*Appendix VI – Statutory and General Information –B. Further Information about Our Business – 1. Summary of Material Contracts*" of the Prospectus (other than this Agreement) duly signed by the parties thereto.

12. Two signed originals or certified true copies of the undertaking from each of the key persons of the Company to the Stock Exchange pursuant to Rule 18C.14(1) of the Listing Rules.

13. Two signed originals or certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

14. Two printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.

15. Two signed originals of the signature pages to Verification Notes, each duly signed by or on behalf of the Company, each of the Directors (or their respective duly authorized attorneys), and the Company's Sanction Counsels, and the Industry Consultant.

16. Two signed originals of the accountants' report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.

17. Two signed originals of the report on review of condensed consolidated financial statements of the Group for the six months ended June 30, 2026 dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix IA to the Prospectus.

18. Two signed originals of the report from the Reporting Accountants, dated the Prospectus Date and addressed to the Directors, on the unaudited *pro forma* financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.

19. Two signed originals of the letters from the Reporting Accountant, dated the Prospectus Date and addressed to the Board, and copied to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC, which letters shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group's working capital.

20. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

21. Two signed originals of the legal opinion from the Company's PRC Counsel, dated the Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

22. Two signed originals of the legal opinion from the Underwriters' PRC Counsel, dated the Prospectus Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

23. Two signed originals of the legal memorandum from each of the Company's Sanctions Counsels, dated the Prospectus Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

24. Two signed originals of the internal control report from the Internal Control Consultant, which report shall confirm certain matters relating to the Company's internal control.

25. Two signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.

26. Two certified true copies of the letter from each of the experts referred to in the section headed "*Appendix VI – Statutory and General Information – E. Other Information – 8. Qualifications and Consents of Experts*" of the Prospectus (except for the Sole Sponsor), dated the Prospectus Date, consenting to the issue of the Prospectus with the inclusion of references to them and of their reports and letters in the form and context in which they are included.

27. Two signed originals or certified true copies each 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.

28. Two certified true copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.

29. Two certified true copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.

30. Two copies of the written notification issued by HKSCC stating that the H Shares will be Eligible Securities (as defined in the Listing Rules).

31. Two certified true copies of the Compliance Adviser Agreement.

32. Two signed originals of the profit forecast and working capital forecast memorandum adopted by the Board.

33. Two certified true copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the H Shares on the Main Board of the Stock Exchange.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.

2. Two 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 Sponsor-OC, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

3. Two signed originals of the bringdown Regulation S 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 satisfactory to the Sole Sponsor and the Sponsor-OC, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.

4. Two signed originals of the bringdown legal opinion from the Company's PRC Counsel, dated the Listing Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

5. Two signed originals of the bringdown legal opinion from the Underwriters' PRC Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

6. Two signed originals of the legal memorandum (or bringdown legal memorandum) from each of the Company's Sanctions Counsels, dated the Listing Date and addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

7. Two signed originals of the Hong Kong closing legal opinion from the Company's HK Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

8. Two signed originals of the Hong Kong closing legal opinion from the Underwriters' HK Counsel, dated the Listing Date and addressed to the Sole Sponsor, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Sole Sponsor and the Sponsor-OC.

9. Two signed originals or certified true copies of the Price Determination Agreement duly signed by the parties thereto.

10. Two originals of the certificate signed by the general manager of the Company, dated the Listing Date, and in the form set forth in Exhibit A to the International Underwriting Agreement, covering, *inter alia,* the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement, to be delivered as required under the International Underwriting Agreement.

11. Two originals of the certificate signed by the general manager and the chief financial officer of the Company, dated the Listing Date, and in the form set forth in Exhibit B to the International Underwriting Agreement, covering, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Disclosure Package and the Offering Circular that are not comforted by the Reporting Accountants, to be delivered as required under the International Underwriting Agreement.

12. Two originals of the certificate signed by the joint company secretaries of the Company, dated the Listing Date, and in the form set forth in Exhibit C to the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.

13. Two originals of the certificate of the Warranting Shareholders, dated the Listing Date, and in the form set out in Exhibit D to the International Underwriting Agreement, covering, *inter alia*, the truth and accuracy as of the Listing Date as of the representations and warranties of the Warranting Shareholders contained in this Agreement, to be delivered as required under the International Underwriting Agreement.

14. Two certified copies of the minutes of a meeting (or written resolutions) of the Board (or a duly authorized committee thereof), approving and/or ratifying (as applicable), among other things, the determination of the Offer Price, the basis of allotment and the allotment and issue of Offer Shares to the allottees .

15. Two certified true copies of Form F submitted to the Stock Exchange.

16. Two copies of the letter from the Stock Exchange approving the listing of the H Shares.

SCHEDULE 5

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.

2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at *www.hkeipo.hk* or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "*How to Apply for Hong Kong Offer Shares*" of the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be sent to the Sponsor-OC by email immediately after completion of such applications. Each such application must bear the broker number of the Hong Kong Underwriter by whom or on whose behalf the application is made.

3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 6
FORMAL NOTICE

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

Name of Publication	Dates of Advertisement
Stock Exchange website	September 11, 2026
Company website	September 11, 2026

SCHEDULE 7

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of "professional investor" in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder ("**Institutional Professional Investor**").

2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the "**Code**"), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

   2.1 Information about clients

   (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

   (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

   (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

   2.2 Client agreement

   (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

   2.3 Information for client

   (i) disclose related information to you in respect of the transactions contemplated under this Agreement;

   (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

   (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

   (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

   (v) disclose transaction related information as required under paragraph 8.3A of the Code;

   2.4 Discretionary accounts

   (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

   (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.

3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.

5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH PARAGRAPHS 15.3A AND 15.3B OF THE CODE:

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) ("**Professional Investor Rules**") ("**Corporate Professional Investor**").

   The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

   (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than $40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

   (ii) a corporation (other than a trust corporation referred to in paragraph (i)):

      (A) having:

         (I) a portfolio of not less than $8 million; or

         (II) total assets of not less than $40 million,

         at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;

      (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:

         (I) a trust corporation specified in paragraph (i);

         (II) an individual specified in Section 5(1) of the Professional Investor Rules;

         (III) a corporation specified in this paragraph or paragraph (ii)(A);

         (IV) a partnership specified in paragraph (iii);

         (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

      (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

      and

   (iii) a partnership having:

      (A) a portfolio of not less than $8 million; or

(B) total assets of not less than $40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

(i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;

(ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

(i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;

(ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;

(iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;

3.2 Client agreement

(i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

(i) disclose related information to you in respect of the transactions contemplated under this Agreement;

(ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

(iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the "**Program**"), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

(v) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

(i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and

(ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 7 and confirm it on an annual basis.

4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules ("**Individual Professional Investor**"). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

(i) an individual having a portfolio of not less than $8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:

(A) a portfolio on the individual's own account;

(B) a portfolio on a joint account with the individual's associate;

(C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;

(D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

(A) the individual's share of the portfolio as specified in a written agreement among the account holders; or

(B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

(i) any one or more of the following documents issued or submitted within 12 months before the relevant date:

(A) a statement of account or a certificate issued by a custodian;

(B) a certificate issued by an auditor or a certified public accountant;

(C) a public filing submitted by or on behalf of the individual.

2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

(i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;

(ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and

(iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.

3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.

4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 7.

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

SIGNED by Sun Yuanhao (孙元浩), Executive Director)
for and on behalf of)
TRANSWARP TECHNOLOGY (SHANGHAI) CO., LTD.)
(星环信息科技(上海)股份有限公司))

SIGNED by
Sun Yuanhao (孙元浩)) 孙元浩
)

SIGNED by)
SUN YUANHAO (孫元浩))

SIGNED by Sun Yuanhao (孫元浩), General Partner)
for and on behalf of)
SHANGHAI ZANXING INVESTMENT CENTER)
(LIMITED PARTNERSHIP))
(上海贊星投資中心(有限合夥)))

SIGNED by Steven Kwok)
for and on behalf of)
HAITONG INTERNATIONAL CAPITAL LIMITED)

SIGNED by Kenneth Ho)
for and on behalf of)
HAITONG INTERNATIONAL)
SECURITIES COMPANY LIMITED)

SIGNED by Kenneth Ho)
for and on behalf of)
HAITONG INTERNATIONAL)
SECURITIES COMPANY LIMITED)
as attorney for and on behalf of each of the other)
OVERALL COORDINATORS)
(as defined herein))

SIGNED by Kenneth Ho)
for and on behalf of)
HAITONG INTERNATIONAL)
SECURITIES COMPANY LIMITED)
as attorney for and on behalf of each of the other)
HONG KONG UNDERWRITERS)
(as defined herein))