

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

PRIMAVERA CORNFLOWER INVESTMENT FUND L.P.

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **PRIMAVERA CORNFLOWER INVESTMENT FUND L.P.**, a partnership incorporated in Cayman Islands, whose registered office is at Walkers Corporate Limited, 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“**QDII(s)**” means Qualified Domestic Institutional Investor(s) established under PRC law;

“**QIB(s)**” has the meaning given to it in Recital (A);

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

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

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

“**Rule 144**” means Rule 144 under the Securities Act;

“**Rule 144A**” means Rule 144A under the Securities Act;

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

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

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

“**Share(s)**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

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

2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable (but in any event shall be no later than seven (7) business days after the aforementioned date under this clause) and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than five (5) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than five (5) clear business day prior to the Listing Date.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in

government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six(6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the

obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor acknowledges that, as at the date of this Agreement, it is a close associate of Global Optical Holdings Limited ("**Global Optical**") and accordingly, a core connected person of the Company. The Investor undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors: (a) the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not exceed 30% (or such other percentage as provided in the Listing Rules from time to time for the definition of "controlling shareholder"); and (b) the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its respective controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.
- 5.5 The Investor and its respective affiliates, associates, directors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its respective affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;

- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public

information through no fault on the part of the Investor or any of its respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the 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, or any other applicable jurisdiction relevant to such dealing;

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

- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its respective agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors,

supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its respective subsidiaries will arise;

- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMLs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors; and
- (ff) The Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this

Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between

the Investor or its respective beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**) within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) have the financial capacity to meet all obligations arising under this Agreement; (ii) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company (other than the Investor itself and its associates, as applicable) or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders (other than the Investor itself and its associates, as applicable) or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking 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; (iii) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities), save for (i) Global Optical and (ii) any associate of Global Optical, in each case as disclosed to the Company, the Joint Sponsors and the Overall Coordinators; and (iv) have no connected relationship with the Company or any of its shareholders, save for (i) Global Optical and (ii) any associate of Global Optical, in each case as disclosed to the Company, the Joint Sponsors and the Overall Coordinators;

- (p) the Investor will use its own funds/ the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing, save that Global Optical is an existing Shareholder and a core connected person of the Company;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A

of the Listing Rules) to be identified in the Company's allotment results announcement;

- (v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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, save for (i) Global Optical and (ii) any associate of Global Optical, in each case as disclosed to the Company, the Joint Sponsors and the Overall Coordinators;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.
- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an

alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its respective officers, directors, employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that (i) the indemnity in this clause 6.5 does not apply to any portion of costs, losses or expenses suffered or incurred to the extent that is finally judicially determined by a court or arbitral tribunal of competent jurisdiction to have primarily caused by such Indemnified Parties' gross negligence, fraud, wilful misconduct, violation of applicable law.

- 6.6 Each of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its respective affiliates, directors, officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address: 26th Floor, Building A, Hisense International Center,
No. 88 Hong Kong East Road, Laoshan District,
Qingdao, Shandong Province, PRC
Email: ir@ligent.com
Attention: Investor Relations Department

If to the Investor, to:

Address: 48F, China World Tower 3A, No.1 Jianguomen Wai
Street, Beijing, China
Email: Gabriel.li@primavera-capital.com
Facsimile: 86 10 85598989
Attention: Gabriel Li

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

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

10. GENERAL

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

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

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

understandings and agreements relating to the subject matter hereof, whether written or oral.

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

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such

proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

PRIMAVERA CORNFLOWER INVESTMENT FUND L.P.

A handwritten signature in black ink, appearing to be 'Li Xing', is positioned above a horizontal line.

Name: Li Xing

Title: Executive Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'KQ', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

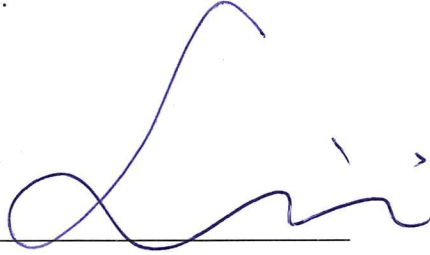
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 30,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	136361
Business registration number:	NA
LEI number:	NA
Business address and telephone number and contact person	48F, China World Tower 3A, No.1 Jianguomen Wai Street, Beijing, China Gabriel Li +8610 8559 8985
Principal activities:	seeking to, either directly or indirectly, make investments in companies that are undertaking, or are reasonably expected to undertake, initial public offerings and public market investment opportunities, on reputable and recognized stock exchanges, with a primary focus on the Hong Kong Stock Exchange, with an aim to generate attractive risk-adjusted returns therefrom.
Ultimate controlling shareholder:	Primavera Cornflower Investment GP Ltd
Place of incorporation of ultimate controlling shareholder:	NA
Business registration number and LEI number of ultimate controlling shareholder:	NA
Principal activities of ultimate controlling shareholder:	Investment Holding
Shareholder and interests held:	/
Description of the Investor for insertion in the Prospectus:	Primavera Cornflower Investment Fund L.P. (“ Primavera Investment Fund ”) is controlled

by its general partner, Primavera Cornflower Investment GP L.P., which is ultimately controlled by Primavera Capital Group. Primavera Capital Group mainly engages in equity investment focusing on consumer and retail, technology, energy transition, healthcare, advanced manufacturing, business services, and financial services sectors. As at the date of this prospectus, there is no single limited partner holding 30% or more interest in Primavera Investment Fund. Save for Mr. Hu, Fred Zulu (胡祖六), there is no other ultimate beneficial owner holds 30% or more interest in Primavera Capital Group.

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

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.

(纳真科技公司)

AND

**GREATER BAY AREA DEVELOPMENT FUND MANAGEMENT LIMITED
FOR AND ON BEHALF OF THE MANAGED ACCOUNT OF
MEGA PRIME DEVELOPMENT LIMITED**

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **GREATER BAY AREA DEVELOPMENT FUND MANAGEMENT LIMITED**, a company incorporated in Hong Kong whose registered office is at Room 3806-10, 38/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong (the “**Manager**”), acting for and on behalf of the managed account of **MEGA PRIME DEVELOPMENT LIMITED**, a company incorporated in British Virgin Islands whose registered office is at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.
- (D) The Manager manages the account for the Investor, and is executing and delivering this Agreement for and on behalf of the managed account of the Investor, which is a Party to this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“**QIB(s)**” has the meaning given to it in Recital (A);

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

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

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

“**Rule 144**” means Rule 144 under the Securities Act;

“**Rule 144A**” means Rule 144A under the Securities Act;

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

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

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

“**Share(s)**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the

Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

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

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

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree,

the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

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

such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor or the Manager 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. Each of the Investor and the Manager hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the

allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar 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 Manager (for and on behalf of the managed account of the Investor) by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Manager (for and on behalf of the managed account of the Investor) by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Manager (for and on behalf of the managed account of the Investor) to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control,

including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 take all reasonable steps to ensure that such disposal would comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;

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

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the

Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

- 5.5 The Manager (for and on behalf of the managed account of the Investor), the Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (where applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor and the Manager (limit to sub-clause (o), (q), (r), (s), (u), (v), (x), (cc) and (ee) below only) agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Manager, 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 Manager and the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;

- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) each of the Manager and the Investor 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 each of the Manager and the Investor shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating

its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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

to such amendments (if any) and waives its rights in connection with such amendments (if any);

- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Manager for and on behalf of the managed account of the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Manager for and on behalf of the managed account of the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the Manager or its respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;

- (x) each of the Investor and the Manager will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;

- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor, the Manager or their respective subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor and/or the Manager on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into by the Investor;
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

6.2 The Manager (for and on behalf of the managed account of the Investor) and the Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

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

responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor, the Manager or their respective beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. Each of the Investor and the Manager further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

- (o) the Investor, the Manager and their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, the Manager, their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a "connected client" of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms "connected client", "lead broker" and "distributor" shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, the Manager, their respective beneficial owner(s) nor their respective associates is a director (including as a director within the preceding

12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor, the Manager nor their respective 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;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;
- (x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor, the Manager or their respective affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Manager for and on behalf of the managed account

of the Investor, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and

- (bb) save for the cornerstone investment agreement to be entered into between Poly Platinum Enterprises Limited (an affiliate of the Investor) with the Company, and any anchor subscription orders in the book-building process to be made by the Investor and/or Poly Platinum Enterprises Limited, none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

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

6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMI 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 Joint Sponsors

promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMI's and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (where applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, 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 Guide) with any of the Investor, the Manager or their

respective affiliates, directors, supervisors (where applicable), officers, employees or agents; and

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

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

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

information, their respective ownership (including ultimate beneficial ownership), their respective relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Manager and Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Manager and/or the Investor, to:

Address:	RM06-10, 38/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong
Email:	hanswang@gbahomeland.com
Attention:	WANG Suyang

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Email:	project_legend2025@citics.com
Attention:	Project Legend 2025 Deal Team

If to CLSA, to:

Address:	18/F, One Pacific Place, 88 Queensway, Hong Kong
Email:	projectlegend2025@clsa.com
Attention:	Project Legend 2025 Deal 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.

10. GENERAL

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

contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement (if any) entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 The Overall Coordinators and the Joint Sponsors have the power and are 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 Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has

been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) **"BHC Act Affiliate"** has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) **"Covered Entity"** means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) **"Default Right"** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

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

14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

**FOR AND ON BEHALF OF:
GREATER BAY AREA DEVELOPMENT FUND MANAGEMENT LIMITED
ACTING FOR AND ON BEHALF OF THE MANAGED ACCOUNT OF
MEGA PRIME DEVELOPMENT LIMITED**



Name: 王建平

Title: 董事总经理

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

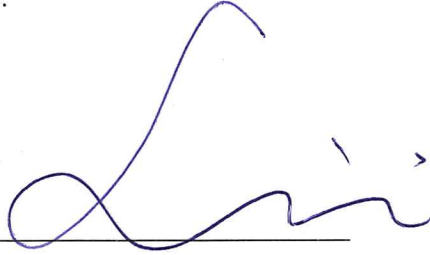
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

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

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering - Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	British Virgin Islands
Certificate of incorporation number:	1997747
Business registration number:	70728305
Business address and telephone number and contact person	RM06-10, 38/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong Attn: WANG Suyang Tel: (852) 2319 6927
Principal activities:	Investment
Ultimate controlling shareholder:	Greater Bay Area Homeland Investments Limited
Place of incorporation of ultimate controlling shareholder:	Hong Kong
Business registration number of ultimate controlling shareholder:	69108992
Principal activities of ultimate controlling shareholder:	Investment
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Greater Bay Area Homeland Investments Limited (“GBAHIL”) is a company incorporated in Hong Kong with limited liability and is jointly owned by ten shareholders, each of which holds less than 13% equity interest therein. GBAHIL’s business encompasses investment, investment holding and the establishment or management of private equity funds through its subsidiaries to grasp the historical opportunities of the development of Guangdong-Hong Kong-Macao Greater Bay Area, and the construction of an international innovation and technology hub, focusing on technological innovation, industrial upgrading, quality of life,

smart city and all other related industries.

Mega Prime Development Limited (“**Mega Prime**”) is a company incorporated in the British Virgin Islands with limited liability and is a wholly-owned subsidiary of GBA Homeland Limited, which in turn is wholly owned by GBAHIL. Mega Prime subscribes for the Offer Shares through the account managed by Greater Bay Area Development Fund Management Limited (大灣區發展基金管理有限公司) (“**GBADFML** ”), on a discretionary basis. GBADFML is a company wholly owned by GBAHIL and licensed under the SFO to conduct Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities in Hong Kong. As of the Latest Practicable Date, no single ultimate beneficial owner holds 30% or more interests in GBADFML. GBADFML’s internal investment committee is responsible for making its investment decisions.

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

cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.

(纳真科技公司)

AND

POLY PLATINUM ENTERPRISES LIMITED

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **POLY PLATINUM ENTERPRISES LIMITED**, a company incorporated in British Virgin Islands, whose registered office is at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“QIB(s)” has the meaning given to it in Recital (A);

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

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

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

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

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

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

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

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 take all reasonable steps to ensure that such disposal would comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.
- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities)) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the

Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (where applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States

in an “offshore transaction” (as defined in Regulation S) 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;

- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) the Investor has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its

representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMI, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as

to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into by the Investor; and
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

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

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

memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) the Investor has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;
- (x) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one

of the CMIs or 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;

- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (bb) save for the cornerstone investment agreement to be entered into between Greater Bay Area Development Fund Management Limited for and on behalf of the managed account of Mega Prime Development Limited (an affiliate of the Investor) with the Company, and any anchor subscription orders in the book-building process to be made by the Investor and/or Greater Bay Area Development Fund Management Limited for and on behalf of the managed account of Mega Prime Development Limited, none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

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

companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (where applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set

forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and the relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes 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 the Investor, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	RM06-10, 38/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong
Email:	freyapeng@gbahomeland.com
Attention:	Freya Peng

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal 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.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third

parties which are or may be required for the purposes of or in connection with this Agreement.

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement (if any) entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 The Overall Coordinators and the Joint Sponsors have the power and are 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 Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to

which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

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

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

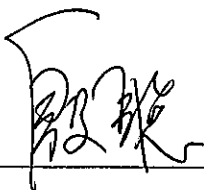
Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

**FOR AND ON BEHALF OF:
POLY PLATINUM ENTERPRISES LIMITED**

A handwritten signature in black ink, appearing to be 'Yin Long', is written over a horizontal line.

Name: Yin Long

Title: director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:



Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

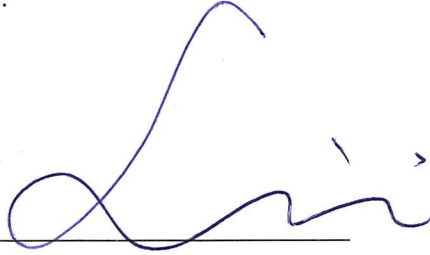
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

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

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	British Virgin Islands
Certificate of incorporation number:	1F01CD1191
Business registration number:	1997738
Business address and telephone number and contact person	RM06-10, 38/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong Attn: Freya Peng Tel: (852) 2319 6933
Principal activities:	Investment
Ultimate controlling shareholder:	Greater Bay Area Homeland Development Fund LP
Place of incorporation of ultimate controlling shareholder:	Cayman Islands
Business registration number of ultimate controlling shareholder:	96517
Principal activities of ultimate controlling shareholder:	Private fund
Shareholder and interests held:	100% common shares
Description of the Investor for insertion in the Prospectus:	Greater Bay Area Homeland Investments Limited (“GBAHIL”) is a company incorporated in Hong Kong with limited liability and is jointly owned by ten shareholders, each of which holds less than 13% equity interest therein. GBAHIL’s business encompasses investment, investment holding and the establishment or management of private equity funds through its subsidiaries to grasp the historical opportunities of the development of Guangdong- Hong Kong- Macao Greater Bay Area, and the construction of an international innovation and technology hub, focusing on technological innovation, industrial upgrading, quality of life, smart city and all other related industries.

Poly Platinum Enterprises Limited (“**Poly Platinum**”) is a company incorporated in the British Virgin Islands with limited liability and is wholly-controlled by Greater Bay Area Homeland Development Fund LP (“**GBA Fund**”). GBA Fund is a private fund established in the Cayman Islands and has nine limited partners, each of which holds less than 16% equity interest therein. The general partner of the GBA Fund is Greater Bay Area Homeland Development Fund (GP) Limited, which is ultimately wholly-controlled by GBAHIL. Poly Platinum and GBA Fund are managed by GBADFML.

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

cornerstone investor

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

CFTC SUMMIT FUND SPC-CFTC PARAGON SP

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **CFTC SUMMIT FUND SPC-CFTC PARAGON SP**, a company incorporated in Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“QIB(s)” has the meaning given to it in Recital (A);

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

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

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

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

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

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

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

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that (a) without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and

shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other

than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

- 5.5 The Investor and its affiliates, associates, directors, supervisors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

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

behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors, officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading

provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has

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

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global

Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

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

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

or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

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

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the

Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the

distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

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

part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors, employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or

disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (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 Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material

breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

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

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 10 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies

Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 9.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	Suites 1502-1506, Jardine House, 1 Connaught Place, Hong Kong
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Email: fundopr@cftcapital.com
Attention: fund operation

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement.

Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

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

- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

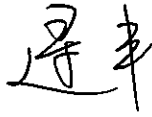
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

CFTC Summit Fund SPC-CFTC Paragon SP



Name: LU Feng

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

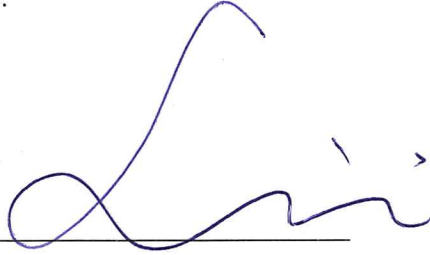
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) the Hong Kong dollar equivalent of US dollar 30,000,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	CT-437475
Business registration number:	CT-437475
LEI number:	/
Business address and telephone number and contact person	Suites 1502-1506, Jardine House, 1 Connaught Place, Hong Kong 51733010 LU FENG
Principal activities:	INVESTMENT
Ultimate controlling shareholder:	GRAND CFTC HOLDING LIMITED
Place of incorporation of ultimate controlling shareholder:	HONG KONG
Business registration number and LEI number of ultimate controlling shareholder:	76882771
Principal activities of ultimate controlling shareholder:	HOLDING COMPANY
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	CFTC Paragon SP is a segregated portfolio of CFTC Summit Fund SPC. CFTC Summit Fund SPC (acting for and on behalf of, and for the account of, the sub-fund(s)) is a segregated portfolio company incorporated in the Cayman Islands in July 2026, principally engaged in investment business. The investment manager of CFTC Summit Fund SPC is CFTC Asset Management (Hong Kong) Limited, a company incorporated in Hong Kong in July 2022 and licensed by the SFC to

carry on Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities in Hong Kong, and is authorized to make discretionary investment decisions on behalf of CFTC Summit Fund SPC (including the relevant sub-fund). As of the Latest Practicable Date, save for Tiger Group Investments Ltd. which is owned by Mr. Porter, Graham John (50%) and Mr. Wang, Gerry Yougui (王友貴) (50%) (whom are Independent Third Parties), no investor holds 30% or more interest in the two sub-funds of CFTC Summit Fund SPC that will participate in the Global Offering.

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

cornerstone investor

基石投资协议

2026 年 9 月 10 日

纳真科技公司

及

HK BVF I LPF

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. HK BVF I LPF（一家在香港注册成立的有限合伙基金，注册办事处位于 SUITE 6503, 65/F, CENTRAL PLAZA, 18 HARBOUR RD WAN CHAI, HONG KONG，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」），与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例（定义见下文）在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「合资格机构买家」）有条件地配售 154,813,200 股普通股股份（可予重新分配及视乎超额配股权行使与否而定）（包括向香港的专业及机构投资者配售）（下文简称「国际发售」）。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

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

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第3条所载的条件满足（或经各方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载的条件不得豁免，第3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)共同及个别地承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、

3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公

司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c)上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六（6）个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：
- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得且应促使其控股股东、联属人士、联系人及彼等各自

的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事（如适用）、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
 - (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
 - (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港

公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (m) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

- (o) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；
- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：**(i)**不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；**(ii)**应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及**(iii)**不得并应确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意

该等修订（若有）并放弃其与该等修订（若有）有关的权利；

- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (t) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (z) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (aa) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (bb) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其附属公司承担任何责任；
- (cc) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (dd) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议（如适用）外，投资者与本公司、本公司任何股东、整

体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

- (ee) 投资者各自己同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约

束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

- (o) 投资者及其投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录F1（权益证券配售指引）第1C段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；
- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前12个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过FINI向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在FINI上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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承配人名单模板所列或FINI

界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(ii)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其附属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 投资者、其附属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的附属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人及/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；及
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份（根据本协议的投资者股份除外）。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的附属人士要求提供的所有投资者相关资料属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协

调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、监事（如适用）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据其成立地法律注册成立并有效存续；

- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
 - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

- 7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议（如适用）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

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

- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公

司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系部

若发送至投资者，则发送至：

地址：	北京市朝阳区金地中心 A 座 38 楼博华产投
电邮：	yaoshunjie@broadvisionfunds.com
收件人：	姚顺杰

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	projectlegend2025@clsa.com
收件人：	Project Legend 2025 Deal Team

9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的

邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 本协议将仅以英文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议（如适用）外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关

的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：

(a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

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

10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

10.13 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 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 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

10.18 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

12.1 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 对美国特别决议制度的认可

13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。

13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：

(a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或(iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文书代收人

14.1 投资者不可撤销地委任姚顺杰（地址为北京市朝阳区金地中心 A 座 38 楼博华产投）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

15.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

HK BVF I LPF

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

姓名：徐文博

职衔：普通合伙人的独董

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

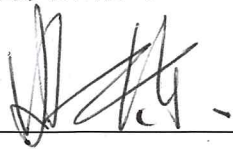
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 30,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 上市规则第 8.08(3) 条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii) 上市规则第 8.08(1) 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	SUITE 6503, 65/F, CENTRAL PLAZA, 18 HARBOUR RD WAN CHAI, HONG KONG
公司注册证书编号:	72674893
商业登记号码:	72674893-000-01-26-6
法人机构识别编码	9845001V5D93DBE0EA61
营业地址、电话号码及联系人	SUITE 6503, 65/F CENTRAL PLAZA 18 HARBOUR RD WAN CHAI HONG KONG, +86 13482505898, 姚顺杰
主要活动:	投资活动
最终控股股东:	Hong Kong Bocheng Limited
最终控股股东的注册成立地点:	香港
最终控股股东的商业登记号码及法人机构识别编码:	79457254-000-12-25-1; 984500D6504WD70A1316
最终控股股东的主要活动:	投资活动
待插入招股章程的投资者描述:	HK BVF I LPF is a limited partnership fund established in Hong Kong in January 2026, principally engaged in investment business. HK BVF I LPF is managed by its investment manager, Broad Vision (HK) Holding Limited, on a discretionary basis. Broad Vision (HK) Holding Limited is a company incorporated under the laws of Hong Kong and licensed by the SFC to carry on Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities. As of the Latest Practicable Date, (i) save for Richlong Investment Development Limited, no entity or individual holds 30% or more ultimate beneficial ownership interest in HK BVF

I LPF; (ii) save for Mr. Yang Longzhong (楊龍忠), no entity or individual holds 30% or more ultimate beneficial ownership interest in Richlong Investment Development Limited; (iii) save for BVF (BVI) Holding Limited and Mr. Xu Wenbo (徐文博), no entity or individual holds 30% or more ultimate beneficial ownership interest in Broad Vision (HK) Holding Limited; and (iv) save for Mr. Xu Wenbo, no entity or individual holds 30% or more ultimate beneficial ownership interest in BVF (BVI) Holding Limited.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露） 基石投资者

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

ORIENT ASSET MANAGEMENT (HONG KONG) LIMITED

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED
AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **ORIENT ASSET MANAGEMENT (HONG KONG) LIMITED**, a company incorporated in Hong Kong, whose registered office is at 28/F-29/F, 100 Queen's Road Central, Central, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

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

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

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

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

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

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

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

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

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

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

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

“Governmental Authority” means any governmental, 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);

“Group” means the Company and its subsidiaries;

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

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

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

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

“HKSCC” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“QIB(s)” has the meaning given to it in Recital (A);

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

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

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

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

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

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

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

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisors, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or

desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice

(including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into by the Investor (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

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

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

- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or

appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use its own funds and/or the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;

- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

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

matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set

forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	28th and 29th Floor, 100QRC, 100 Queen's Road Central, Central, Hong Kong
Email:	oamoperations@dfzq.com.hk
Facsimile:	+852 25230066
Attention:	Guodong Zhao

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Facsimile:	+852 2537 1845

Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required

to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor (if any), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions

in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) 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 subclause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the

U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

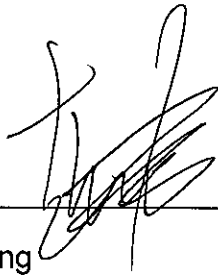
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

ORIENT ASSET MANAGEMENT (HONG KONG) LIMITED

A handwritten signature in black ink, appearing to be 'Zhao Guodong', is written over a horizontal line.

Name: ZHAO Guodong

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

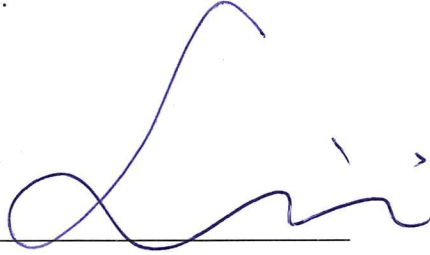
A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

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

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	/
Business registration number:	52117596
Business address and telephone number and contact person	28th and 29th Floor, 100QRC, 100 Queen's Road Central, Central, Hong Kong; +852 25230066; Guodong Zhao
Principal activities:	Financial services, Asset management
Ultimate controlling shareholder:	Orient Securities Limited Liability Company
Place of incorporation of ultimate controlling shareholder:	Shanghai, PRC
Business registration number and LEI number of ultimate controlling shareholder:	913100001322947763 300300E1005131000066
Principal activities of ultimate controlling shareholder:	Securities services
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Orient Asset Management (Hong Kong) Limited (東方資產管理(香港)有限公司) (“Orient Asset Management”) is a wholly-owned subsidiary of Orient Finance Holdings (Hong Kong) Limited and is licensed to carry out Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities under the SFO in Hong Kong by the SFC. Orient Finance Holdings (Hong Kong) Limited is a wholly-owned subsidiary of DFZQ (東方證券股份有限公司), which is listed on the Stock Exchange (Stock code: 3958) and the Shanghai Stock Exchange (Stock code: 600958). Orient Asset Management has agreed, in its capacity as investment manager, to subscribe for the Offer Shares of the Company for and on behalf of ORIENT SUN RISE FUND SERIES SPC, acting for and on behalf of its

segregated portfolio, ORIENT DONGSHENG NO.1 FUND SP, as well as certain discretionary investment accounts managed by Orient Asset Management for its relevant clients, on a discretionary basis. To the best knowledge of the Company and Orient Asset Management, the fund, such relevant clients and the investors of such discretionary investment accounts are Independent Third Parties. Mr. Liu Peng (劉鵬) is an investor holding more than 30% interest in ORIENT DONGSHENG NO.1 FUND SP.

The investors of such discretionary investment accounts include Robinia Global Limited, Renzhu Asset Management Pte. Ltd., Andon Hong Kong Co., Limited, Win Growth (Hong Kong) Limited, Apex Mix Limited and Ms. Wang Yan (王艷). Robinia Global Limited is wholly owned by Apifera Limited, which in turn is wholly owned by Apifera Family Trust, of which Mr. Liu Dan (劉丹) is the settlor and protector. Renzhu Asset Management Pte. Ltd. is indirectly wholly owned by Ms. Ma Yu through a series of wholly-owned holding companies. Andon Hong Kong Co., Limited is an overseas wholly-owned subsidiary of Andon Health Co., Ltd. (天津九安醫療電子股份有限公司) (Shenzhen Stock Exchange: 002432). Win Growth (Hong Kong) Limited is wholly owned by Ms. Yu Guanlan (于冠蘭). Apex Mix Limited is wholly owned by Mr. Chen Huwen (陳湖文).

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

cornerstone investor

基石投资协议

2026年9月10日

纳真科技公司

及

MOUNT ALTAI INVESTMENTS LIMITED

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. MOUNT ALTAI INVESTMENTS LIMITED（一家在英属维京群岛注册成立的有限公司，注册办事处位于英属维尔京群岛托托拉岛罗德城 Akara 大厦 3 楼，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」），与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份 (可予重新分配) 以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「合资格机构买家」）有条件地配售 154,813,200 股普通股股份 (可予重新分配及视乎超额配股权行使与否而定)(包括向香港的专业及机构投资者配售)(下文简称「国际发售」)。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关信息」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

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

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第3条所载的条件满足（或经各方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载的条件不得豁免，第3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或

彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契约；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十(180)天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过50%）；(b)上市规则第8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c)上市规则第8.08A条规定的最低自由流通量规定；及/或(d)上市规则第18项应用指引第3.2段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第4.2条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第6.5条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1流

感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份（或其任何部分）由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。

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

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐

人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其各自紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事（如适用）、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
 - (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
 - (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据本第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据本第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意

该等修订（若有）并放弃其与该等修订（若有）有关的权利；

- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其附属公司承担任何责任；
- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (ee) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；

- (ff) 投资者已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日；

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、其履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关信息**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v) 不属于上市规则附录 F1（权益证券配售指引）第 1C 段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；

- (p) 投资者将使用自有资金/由其管理的资金认购投资者股份，且未获得且不算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投

投资者」除外)；或(b)《上市规则》(包括上市规则第 12.08A 条)要求在本公司配售结果公告中指明的任何承配人类别；

- (v) 投资者并未亦不会与任何「分销商」(定义见 S 规例)订立任何与普通股股份分销有关的合约安排，惟与其附属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1 (权益证券的配售指引)、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量(不论直接或间接)不应导致公众(具有上市规则赋予的含义)持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资(不论直接或间接)认购投资者股份；投资者及其联系人(若有)独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；
- (z) 投资者、其附属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的附属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则(包括联交所发行的《新上市申请人指南》第 4.15 章)的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份(根据本协议的投资者股份除外)。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的附属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述(包括附表 2 所载的描述)载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展

示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、监事（如适用）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据其成立地法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；

- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
 - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。
- 7 终止**
- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2、4.5 或 4.6 条终止；
 - (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
 - (c) 经本协议所有各方书面同意终止。
- 7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。
- 7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。
- 8 公告及机密性**

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系团队

若发送至投资者，则发送至：

地址：	香港中环夏慤道 10 号长江集团中心二期 35 楼 3502
电邮：	myao@zwcpartners.com
传真：	+852 3520 2950
收件人：	Anmin Yao

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	projectlegend2025@clsa.com
收件人：	Project Legend 2025 Deal Team

根据本协议交付的任何通知应由专人交付或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 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。
- 10.15 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.17 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：

(a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i) 《美国联邦法规》第 12 篇第 252.82(b) 节中定义（且据其解释）的“适用实体”；(ii) 《美国联邦法规》第 12 篇第 47.3(b) 节中定义（且据其解释）的“适用银行”；或 (iii) 《美国联邦法规》第 12 篇第 382.2(b) 节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文书代收人

14.1 投资者不可撤销地委任 ZWC Management Limited（地址为香港中环夏悃道 10 号长江集团中心二期 35 楼 3502）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

15.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

Mount Altai Investments Limited

Chao Li Ling

姓名: ChaoLi Ling

职衔: 董事

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史棟' (Shi Jian), written over a horizontal line.

姓名：史棟

职衔：执行董事

为及代表

中信里昂證券有限公司

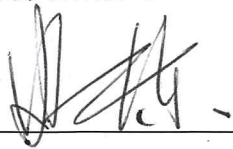
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 15,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 上市规则第 8.08(3) 条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii) 上市规则第 8.08(1) 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	英属维京群岛
公司注册证书编号:	2206013
营业地址、电话号码及联系人	英属维尔京群岛托托拉岛罗德城 Akara 大厦 3 楼, +852 35202950
主要活动:	投资
最终控股股东:	No individual ultimate beneficial owner holding 30% or more
最终控股股东的注册成立地点:	开曼群岛
最终控股股东的商业登记号码及法人机构识别编码:	107614
最终控股股东的主要活动:	投资
股东及持有的权益:	No individual ultimate beneficial owner holding 30% or more
待插入招股章程的投资者描述:	Mount Altai Investments Limited (“ Mount Altai ”) is a limited company established under the laws of the BVI, principally engaged in investments. There is no ultimate beneficial owner holding 30% or more of the shareholding interest in Mount Altai. Mount Altai is an investing entity associated with ZW Capital, an investment firm focusing on consumer and technology sectors across global high-growth markets.
相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露）	基石投资者

基石投资协议

2026年9月10日

纳真科技公司

及

PEAK VIEW CAPITAL LIMITED

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. **纳真科技公司**（一家于 2009 年 2 月 20 日在英属维尔京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. **PEAK VIEW CAPITAL LIMITED**（一家在英属维尔京群岛注册成立的公司，注册办事处位于 Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands，下文简称「投资者」）；
3. **花旗环球金融亚洲有限公司**（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. **中信證券（香港）有限公司**（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“**联席保荐人**”）；及
5. **中信里昂證券有限公司**（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」，与花旗合称及各自为“**整体协调人**”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「**全球发售**」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份 (可予重新分配) 以供公众认购（下文简称「**香港公开发售**」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「**合资格机构买家**」）有条件地配售 154,813,200 股普通股股份 (可予重新分配及视乎超额配股权行使与否而定)(包括向香港的专业及机构投资者配售)(下文简称「**国际发售**」)。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

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

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第3条所载的条件满足（或经各方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载的条件不得豁免，第3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)共同及个别地承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、

3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公

司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c)上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知,告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份（或其任何部分）由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六（6）个月（包括该日）期间（下文简称「禁售期」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：
- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联

席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将为不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其/彼等各自紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资者同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及

联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其的控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其联属人士、联系人、董事、监事（如有）、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事（如有）、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
 - (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；

- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如有）、高级职员、雇员、顾问、代理及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii) 应以其最大努力确保其（已获根据第 6.1(q) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii) 不得并确保其（已获根据第 6.1(q) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其/彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其/彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其/彼等各自的代表提供的材料（不论采用书

面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及

- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其/彼等各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如有）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、

代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；

- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (ee) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议（如有）外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；及
- (ff) 投资者各自己同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日；

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；

- (h) 投资者签署及交付本协议、其履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及其投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）； (iii) 具有履行本协议规定的所有义务的财务能力； (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）， (b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示； (v)不属于上市规则附录 F1（权益证券配售指引）第 1C 段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；
- (p) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (q) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；
- (s) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香

港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；

- (t) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(ii)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指定的任何承配人类别；
- (u) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (v) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (w) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (x) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (y) 投资者、其联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (z) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及
- (aa) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；
- (bb) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份（根据本协议的投资者股份除外）。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相

关资料属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其各自的高级职员、董事、监事（如有）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：

- (a) 其已根据其成立地法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.3 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其各自的联属人士、董事、监事（如有）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
 - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。
- ## 7 终止
- 7.1 本协议可在以下情况下终止：
- (a) 根据第 3.2、4.5 或 4.6 条终止；
 - (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
 - (c) 经本协议所有各方书面同意终止。
- 7.2 受限於第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

- 7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

- 8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其附属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公

司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：ir@ligent.com
收件人：投资者关系部

若发送至投资者，则发送至：

地址：北京西城区月坛南街方糖小镇
电邮：ywz@biggerfitness.com
收件人：Yang Wenzhong

若发送至花旗，则发送至：

地址：香港中环花园道 3 号冠君大厦 50 楼
电邮：projectlegend.ap.wg@citi.com
收件人：ECM

若发送至中信證券则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：project_legend2025@citics.com
收件人：Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：projectlegend2025@clsa.com
收件人：Project Legend 2025 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的

邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。

- 10.10 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；
或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 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。
- 10.15 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。

- 10.17 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协

议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。

13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：

(a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或(iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文书代收人

14.1 投资者不可撤销地委任杨文忠（地址为香港九龙九龙城区沐泰街 7 号 THE HENLEY 3B 座 38 楼 A 室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

15.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), is written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

PEAK VIEW CAPITAL LIMITED

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

姓名: Wenzhong Yang

职衔: Director

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

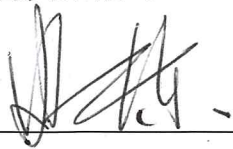
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)15,000,000美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 上市规则第 8.08(3) 条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii) 上市规则第 8.08(1) 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	Aegis Chambers, 1st Floor, Ellen Skelton Building, 3076 Sir Francis Drake's Highway, Road Town, Tortola, VG1110, British Virgin Islands
公司注册证书编号:	2197315
商业登记号码:	无
法人机构识别编码	无
营业地址、电话号码及联系人	北京西城月坛南街方糖小镇比戈云动 杨文忠 13810226937
主要活动:	Investment Holding
最终控股股东:	时代资源有限公司
最终控股股东的注册成立地点:	香港
最终控股股东的商业登记号码及法人机构识别编码:	商业登记号码: 66890146
最终控股股东的主要活动:	储能业务和战略投资
股东及持有的权益:	E-resources International Limited; Mullining
待插入招股章程的投资者描述:	Peak View Capital Limited (“Peak View Capital”) is a company incorporated in the British Virgin Islands with limited liability. Peak View Capital is 71% owned by E-resources International Limited (“ E-resources ”), which in turn is wholly owned by Mr. Zhu Liming (朱利明) (“ Mr. Zhu ”). Peak View Capital is anchored by long-term family capital associated with Mr. Shilin Huang (“Mr. Huang”), a co-founder of Contemporary Amperex Technology Co., Limited. Mr. Zhu holds his interests in Peak View Capital (through E-resources) on behalf of Mr. Huang, who

is the ultimate beneficial owner of Peak View Capital.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露） 基石投资者

基石投资协议

2026 年 9 月 10 日

纳真科技公司

及

SINOFORTUNE FUND SPC
(acting for and on behalf of SinoFortune Nova SP)

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. SINOFORTUNE FUND SPC (acting for and on behalf of SinoFortune Nova SP)（一家在开曼群岛注册成立的公司，注册办事处位于 89 Nexus Way, Camana Bay, Grand Cayman KY 1-9009, Cayman Islands，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」），与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份 (可予重新分配) 以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合格机构买家（「合格机构买家」）有条件地配售 154,813,200 股普通股股份 (可予重新分配及视乎超额配股权行使与否而定)(包括向香港的专业及机构投资者配售)(下文简称「国际发售」)。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

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

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」、「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第3条所载的条件满足（或经各方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载的条件不得豁免，第3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)共同及个别地承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、

3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十(180)天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成)，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范

围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c)上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，该方无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向。

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

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投

投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其/彼等各自紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其联属人士、联系人、董事、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
 - (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
 - (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表（合称“**受保障方**”）提出因本协议和全球发售而产生或与之相关的任何索赔，但本第 6.1(p)条的内容均不得被视为放弃或限制投资者因任何经具有管辖权的法院或仲裁庭做出的终局司法裁定认定的受保障方的欺诈、重大过失或故意不当行为而根据适用法律可能拥有的任何权利或救济措施；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据本第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据本第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其/彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其/彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及

- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、整体协调人或联席保荐人的回答，本公司已向投资者或其/彼等各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、

认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；

- (ee) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议（如有）外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；
- (ff) 投资者各自己同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协

议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其的投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；

- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）； (iii) 具有履行本协议规定的所有义务的财务能力； (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）， (b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示； (v)不属于上市规则附录F1（权益证券配售指引）第1C段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；
- (p) 投资者将使用自有资金/由其管理的资金认购投资者股份，且未获得且不算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前12个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香

港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；

- (u) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(ii)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指定的任何承配人类别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 投资者、其联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；及
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份（根据本协议的投资者股份除外）。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相

关资料属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/彼等各自的高级职员、董事、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害；兹规定，如经具有管辖权的法院或仲裁庭作出终局司法裁定，认定受弥偿方所遭受或产生的任何损失主要是由该受弥偿方的欺诈、重大过失或故意不当行为所致，则本条所规定的赔偿不适用于该受弥偿方。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据其成立地法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与在其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2. 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3. 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供

投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

- 8.4. 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1. 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系部

若发送至投资者，则发送至：

地址：	香港中环港景街 1 号国际金融中心一期 9 楼 930
电邮：	op@sinofor.com.hk
收件人：	OP Team

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址： 香港金钟道 88 号太古广场一期 18 楼
电邮： projectlegend2025@cls.com
收件人： Project Legend 2025 Deal Team

- 9.2. 根据本协议交付的任何通知应由专人交付或通过传真或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 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。

- 10.15 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.17 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1. 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2. 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1. 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. 对美国特别决议制度的认可

- 13.1. 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2. 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3. 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：
- (a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；
- (b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或(iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；
- (c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和
- (d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14. 副本

- 14.1. 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

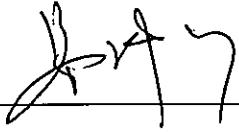
A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

SinoFortune Fund SPC acting for and on behalf of SinoFortune Nova SP



姓名: JIANG Peiyi

职衔: Director

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

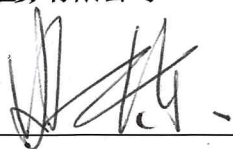
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), is written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 15,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 上市规则第 8.08(3) 条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii) 上市规则第 8.08(1) 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	开曼群岛
公司注册证书编号:	OC-432735
商业登记号码:	n/a
法人机构识别编码	n/a
营业地址、电话号码及联系人	Unit 930,9/F, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong (852) 63927312 Vincent Jiang
主要活动:	Investment
最终控股股东:	SinoFortune Investment Holding Limited
最终控股股东的注册成立地点:	British Virgin Islands
最终控股股东的商业登记号码及法人机构识别编码:	2203809
最终控股股东的主要活动:	Holding
股东及持有的权益:	100%
待插入招股章程的投资者描述:	Sinofortune Fund SPC, acting for and on behalf of Sinofortune Nova SP (“Sinofortune Nova”), is an exempted company incorporated under the laws of the Cayman Islands and registered as a segregated portfolio company. Sinofortune Nova is a segregated portfolio of Sinofortune Fund SPC. Sinofortune Nova is principally engaged in equity and equity-related investments in the next-generation technology and technology-driven sectors, including but not limited to artificial intelligence, intelligent manufacturing, financial technology, biopharmaceuticals and cloud services. None of the investors of Sinofortune Nova holds 30% or more interest in Sinofortune Nova.

Sinofortune Nova is managed by Sinofortune International Asset Management Limited (華豐國際資產管理有限公司) (“**Sinofortune International**”) on a discretionary basis, pursuant to which Sinofortune International makes discretionary investment decisions on behalf of Sinofortune Nova. Sinofortune International is a company incorporated in Hong Kong and is licensed by the SFC to carry on Type 4 (advising on securities) and Type 9 (asset management) regulated activities. Sinofortune International is beneficially owned as to 70% by Mrs. Xi Qi (奚奇) and as to 30% by Mr. Huang Zhifang (黃志芳), both of whom are Independent Third Parties.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露

基石投资者

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

AMBRE LAU TRADE LIMITED

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **AMBRE LAU TRADE LIMITED**, a company incorporated in HONG KONG whose registered office is at SUITE 6503, 65/F, CENTRAL PLAZA, 18 HARBOUR ROAD (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 1. a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 2. a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“QIB(s)” has the meaning given to it in Recital (A);

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

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

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

“**Rule 144**” means Rule 144 under the Securities Act;

“**Rule 144A**” means Rule 144A under the Securities Act;

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

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

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

“**Share(s)**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and

shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other

than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

- 5.5 The Investor and its affiliates, associates, directors, supervisors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

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

behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if any), officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading

provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has

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

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if any), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors and officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global

Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

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

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

or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

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

investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for

Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors (if any), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement, except to the extent that a waiver or consent is obtained from the Stock Exchange pursuant to Chapter 4.15 of the Guide.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the

Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if any), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if any), officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.
- 6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

- 7.1 This Agreement may be terminated:
- (a) in accordance with clauses 3.2, 4.5 or 4.6;
 - (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on

or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

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

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 10 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the

Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to: AMBRE LAU TRADE LIMITED

Address:	SUITE 6503, 65/F, CENTRAL PLAZA, 18 HARBOUR ROAD
Email:	leon.liu@alau.com.hk
Attention:	LIU GUOYANG

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

- 10.12 The Overall Coordinators and the Joint Sponsors has the power and is hereby 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 or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default

Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. PROCESS AGENT

- 14.1 The Investor irrevocably appoints LIU GUOYANG at Suite 6503, 65/F, Central Plaza, 18 Harbour Road, Wan Chai, Hong Kong to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators, and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent’s acceptance of that appointment, within 30 days thereof.

15. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

AMBRE LAU TRADE LIMITED

A handwritten signature in black ink, appearing to be '刘国阳' (Liu Guoyang), written over a horizontal line.

Name:LIU GUOYANG

Title:Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'KQ', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

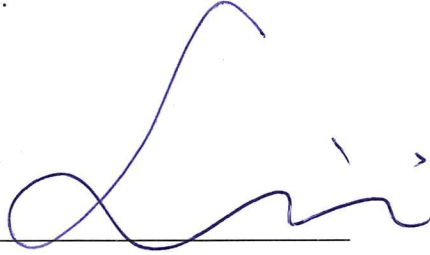
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

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

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	HONG KONG
Certificate of incorporation number:	74871980
Business registration number:	74871980
LEI number:	/
Business address and telephone number and contact person	SUITE 6503, 65/F, CENTRAL PLAZA, 18 HARBOUR ROAD 852 69966172 LIU GUOYANG
Principal activities:	Investment, AIDC operation, AI hardware and software business
Ultimate controlling shareholder:	LIU GUOYANG
Place of incorporation of ultimate controlling shareholder:	CHINA
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Ambre Lau Trade Limited operates as a holding company with a diverse portfolio of entities in the semiconductor and AI industries in Mainland China and Hong Kong. Ambre Lau Trade Limited is engaged in semiconductor and AI-related business activities. AMBRE TECHNOLOGY PTE. LTD. holds 100% equity in Ambre Lau Trade Limited. The ultimate beneficial owner is Mr. Luo Guoyang (劉國揚), who indirectly 100% controls Ambre Lau Trade Limited. Mr. Liu is an individual investor with experience in

equity investments and investments in technology-related industries.

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

cornerstone investor

基石投资协议

2026年9月10日

纳真科技公司

及

SCV DELTA L.P.

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. SCV DELTA L.P.（一家在开曼群岛注册成立的公司，注册办事处位于 Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」，与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份 (可予重新分配) 以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「合资格机构买家」）有条件地配售 154,813,200 股普通股股份 (可予重新分配及视乎超额配股权行使与否而定)(包括向香港的专业及机构投资者配售)(下文简称「国际发售」)。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关信息」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

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

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文 (A) 所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i) 条赋予的含义；

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

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「其中**包括**」的提述应分别解释为包括但不限于、包括但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第3条所载的条件满足（或经各方豁免，惟第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载的条件不得豁免，第3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、

3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十(180)天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方尽快（不晚于终止后五(5)个营业日内）退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范

围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第3条和本第4条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c)上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份（或其任何部分）由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：
- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联

席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及

联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。除该行为符合指南第 4.15 章所载的规则外，投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其联属人士、联系人、董事、监事、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事（如适用）、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；

- (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券

法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；

- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (i) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据本第 6.1(q) 条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并应确保其（已获根据本第 6.1(q) 条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方

式)作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约;及

- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料(不论采用书面或口头方式)可能会在本协议签署后进行进一步的修订,投资者在决定是否投资于投资者股份时不应依赖该等信息,投资者特此同意该等修订(若有)并放弃其与该等修订(若有)有关的权利;
- (s) 本协议并不构成(不论共同或单独)在美国或其他任何司法权区出售证券的要约(若在该等司法权区作出该等要约属违法);
- (t) 投资者或其联属人士或代表其行事的任何人士均未亦不会就投资者股份作出任何定向销售(定义见S规例)或作出任何形式的一般性招揽或一般性广告(定义见《证券法》D条例第502(c)条);
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息,已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答,本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息;
- (v) 在作出投资决定时,投资者已经并将仅依赖本公司发出的国际发售通函所载的信息,而不依赖本公司、整体协调人及/或联席保荐人(包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士)或其代表于本协议日期或之前可能已向投资者提供的任何其他信息,本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证,本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事(如适用)、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责;
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况(不论财务或其他)或与之相关的任何其他事项的保证、声明或建议(最终国际发售通函所载者除外);本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、

代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其附属公司承担任何责任；

- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (ee) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议（如有）外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；及
- (ff) 投资者已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；

- (h) 投资者签署及交付本协议、其履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关信息**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；

- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于S规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及其投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii)具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录F1（权益证券配售指引）第1C段所述类别人士；及(vi)与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；
- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前12个月内担任董事职位）或现有股东或前述人士的代名人；

- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指定的任何承配人类别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 投资者、其联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；及
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份（根据本协议的投资者股份除外）。

- 6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。
- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、监事（如适用）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。

6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。

6.7 本公司声明、保证及承诺：

- (a) 其已根据其成立地法律注册成立并有效存续；
- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
- (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与在其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议（如有）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供

投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系团队

若发送至投资者，则发送至：

地址：	北京市朝阳区建国门外大街 1 号 国贸大厦 A 座 38 层 3808 室
电邮：	jding@sbvacorp.com
收件人：	丁海鹏

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：projectlegend2025@cls.a.com
收件人：Project Legend 2025 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或通过传真或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 本协议将仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。

- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议（如有）外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 一方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不得视作解除或免除或以任何方式限制该有关方进一步执行该权利或任何其他权利的能力，且对任何该等权利或救济的单一或部分行使不得妨碍对该等权利或救济的任何其他或进一步行使，或任何其他权利或救济的行使。本协议规定的权利、权力及救济可予累积且不排除法律或以其他方式规定的任何权利、权力及救济。对违反本协议条文的任何行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 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 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.18 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：
- (a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；
- (b) “适用主体”是指以下任何主体：(i) 《美国联邦法规》第 12 篇第 252.82(b) 节中定义（且据其解释）的“适用实体”；(ii) 《美国联邦法规》第 12 篇第 47.3(b) 节中定义（且据其解释）的“适用银行”；或 (iii) 《美国联邦法规》第 12 篇第 382.2(b) 节中定义（且据其解释）的“适用金融服务机构”；
- (c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和
- (d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文书代收人

- 14.1 投资者不可撤销地委任位于香港中环皇后大道中 8 号 21 楼（陈浩铭律师事务所）的陈浩铭律师（m.chan@hmchan.com.hk）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

15.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

SCV Delta L.P.



姓名：丁海鹏 Haipeng Ding

职衔：董事 Director

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

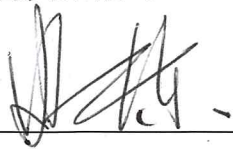
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 10,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i) 上市规则第 8.08(3) 条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii) 上市规则第 8.08(1) 条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	Maples Corporate Services Limited, PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands
公司注册证书编号:	MC-137238
商业登记号码:	/
法人机构识别编码	/
营业地址、电话号码及联系人	北京市朝阳区建国门外大街 1 号 国贸大厦 A 座 38 层 3808 室 (8610) 5778 3939 jding@sbvacorp.com 丁海鹏
主要活动:	对投资组合公司进行股权投资, 管理、监管及 处置此类投资, 并从事与此相关的其他附带或 辅助活动
最终控股股东:	Taizo Son
最终控股股东的注册成立地点:	/
最终控股股东的商业登记号码及法人机构识别编码:	/
最终控股股东的主要活动:	/
待插入招股章程的投资者描述:	SCV Delta L.P. (“ SCV Delta ”) is a private fund formed and registered in the Cayman Islands. Its general partner is wholly owned by SV China Holdco Ltd., which is in turn wholly owned by SBVA Corp. SBVA Corp. is formerly known as SoftBank Ventures Asia Corp., which was established in 2000 and was then an early-stage venture capital institution wholly owned by SoftBank Group Corp. It was subsequently acquired by The Edge of Korea Co., Ltd. in June 2023 and was renamed as SBVA Corp. SBVA Corp. is wholly owned by The Edge of Korea Co., Ltd., which is in turn owned as to 87.71% by THE EDGE OF, PTE. LTD. THE EDGE OF, PTE. LTD.

is indirectly owned as to 60% by Mr. Taizo Son, who is an Independent Third Party. As at the Latest Practicable Date, (i) save for Summa Capital SPC-Summa Capital SP 3 (“**Summa Capital SP 3**”), there is no other single limited partner holds 30% or more interest in SCV Delta; (ii) save for Mr. Taizo Son, there is no other entity or individual holding 30% or more ultimate beneficial ownership interest in THE EDGE OF, PTE. LTD.; (iii) the ultimate beneficial owner of the management shares of Summa Capital SP 3 is Ms. Qin Lin (覃琳); and (iv) save for Mr. Zheng Lianrong (鄭練榮) who holds 30% interests, there is no other entity or individual holding 30% or more ultimate beneficial ownership interest in Summa Capital SP 3. SCV Delta makes investment decisions on a discretionary basis.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露）

基石投资者

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

MIRAE ASSET SECURITIES (HK) LIMITED

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **MIRAE ASSET SECURITIES (HK) LIMITED**, a company incorporated in Hong Kong whose registered office is at Units 8501 & 8506B, 8507-8508, Level 85, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“QIB(s)” has the meaning given to it in Recital (A);

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

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

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

“**Rule 144**” means Rule 144 under the Securities Act;

“**Rule 144A**” means Rule 144A under the Securities Act;

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

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

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

“**Share(s)**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and

shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other

than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.

- 5.5 The Investor and its affiliates, associates, directors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

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

the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) The Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading

provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has

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

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global

Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors; and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

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

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

or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

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

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the

Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use both its own funds and the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the

distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as

possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty,

undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

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

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted

the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	Units 8501 & 8506B, 8507-08, Level 85, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong
Email:	michael.li@miraeasset.hk
Attention:	Michael Li

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement (if any) entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

- 10.12 The Overall Coordinators and the Joint Sponsors have the power and are 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 Coordinator(s) or Joint Sponsor(s) 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 subclause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default

Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

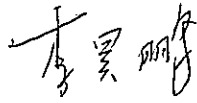
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

MIRAE ASSET SECURITIES (HK) LIMITED

A handwritten signature in black ink, appearing to be '李昊' (Li Hao), written above a horizontal line.

Name: Korn Li

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'KQ', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

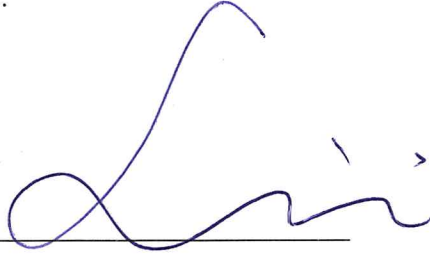
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) the Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	984470
Business registration number:	35888340
LEI number:	213800TUUUQUT8GHZ555
Business address and telephone number and contact person	Units 8501 & 8506B, 8507-08, Level 85, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong Aaron Ju, 2845-6332
Principal activities:	Securities & Investment
Ultimate controlling shareholder:	MIRAE ASSET SECURITIES CO., LTD.
Place of incorporation of ultimate controlling shareholder:	Republic of Korea
Business registration number and LEI number of ultimate controlling shareholder:	BR: 116-81-05556 LEI: 98840072S6T63E2V1291
Principal activities of ultimate controlling shareholder:	Investment banking, sales & trading, wealth management and principal investments
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Mirae Asset Securities (HK) Limited (“ Mirae Asset Securities HK ”), a wholly owned subsidiary of Mirae Asset Securities Co., Ltd. (“ Mirae Asset Securities ”), was established in Hong Kong in July 2005 and is licensed by the SFC to carry on, among others, Type 9 (Asset Management) regulated activity. Mirae Asset Securities is one of the largest investment banks in the Republic of Korea, providing a comprehensive range of financial services, including brokerage, wealth management, investment banking, sales & trading, and principal investments. Mirae Asset Securities is listed on the Korea Exchange under stock code 006800.KS. It is ultimately controlled by Mirae Asset Capital Co.,

Ltd., a financial investment company in the Republic of Korea.

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

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

PAG CAPITAL STRUCTURE OPPORTUNITY FUND LP
(ACTING BY ITS GENERAL PARTNER, PAG CAPITAL STRUCTURE
OPPORTUNITY GP LIMITED)

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **PAG CAPITAL STRUCTURE OPPORTUNITY FUND LP** (acting by its general partner, PAG Capital Structure Opportunity GP Limited), an exempted limited partnership incorporated in Cayman Islands whose registered office is at INTERNATIONAL CORPORATION SERVICES LTD., P.O. Box 472, Harbour Place, 2nd Floor, North Wing, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.

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

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

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

“**QIB(s)**” has the meaning given to it in Recital (A);

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

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

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

“**Rule 144**” means Rule 144 under the Securities Act;

“**Rule 144A**” means Rule 144A under the Securities Act;

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

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

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

“**Share(s)**” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the

Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

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

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

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree,

the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

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

such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable, in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the

allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than two (2) business days prior to the Listing Date.
- 4.4 Without prejudice to clause 4.3, delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than three (3) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its

obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii).
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the

obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

- (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associate 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 during the period of 12 months following the Listing Date and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associate in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor, to the best of its knowledge after reasonable enquiry, agrees to notify the Company, the Overall

Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators, in compliance with the guidance set out in Chapter 4.15 of the Guide, and permitted by applicable Laws and the Stock Exchange.
- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:
- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made

available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;

- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable),

officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

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

- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;

- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint

Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors (if applicable), officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;

- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMLs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement (if any) entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors;
- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made before 8:00 a.m. (Hong Kong time) on the Listing Date.

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

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this

Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to as soon as practicable notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the “**Regulators**”), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product) and/or (iv) any connected relationship between the Investor

or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) it is a Professional Investor, and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share

Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other external financing to meet its payment obligations under this Agreement. For the avoidance of doubt, any capital call from its limited partners or general funding by or on behalf of the Investor shall not constitute as external financing;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMIs of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;

- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (if any), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-

building process for any Shares under the Global Offering other than pursuant to this Agreement and/or is otherwise disclosed and notified to the Company, the Joint Sponsors and the Overall Coordinators forthwith and is in compliance with the guidance set out in Chapter 4.15 of the Guide, and permitted by applicable Laws and the Stock Exchange.

- 6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.
- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors as soon as practicable in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective

officers, directors, supervisors (if applicable), employees, staff, associates, partners, agents, advisors and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages (the “**Losses**”) which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors, 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. Notwithstanding the foregoing or anything to the contrary contained herein, no Indemnified Party shall be entitled to indemnification hereunder to the extent that any such Loss finally judicially determined by a court of competent jurisdiction to have been caused solely and directly by the fraud, gross negligence or wilful misconduct of such Indemnified Party.

- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
 - (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
 - (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
 - (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
 - (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors (if applicable), officers, employees or agents has entered into any arrangement,

agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

- 6.8 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 Shares in the International Offering.

7. TERMINATION

- 7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

- 7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 10 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

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

to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

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

If to the Company, to:

Address: 26th Floor, Building A, Hisense International Center,
No. 88 Hong Kong East Road, Laoshan District,
Qingdao, Shandong Province, PRC
Email: ir@ligent.com
Attention: Investor Relations Department

If to the Investor, to:

Address: INTERNATIONAL CORPORATION SERVICES
LTD, P.O. Box 472, Harbour Place, 2nd Floor, North
Wing, 103 South Church Street, George Town, Grand
Cayman KY1-1106, Cayman Islands; With a copy to: c/o
33/F, Three Pacific Place, 1 Queen's Road East, Hong
Kong
Email: carcoumanis@pag.com/ kevfchan@pag.com/
ckhoo@pag.com/ plaw@pag.com
Attention: Chris Arcoumanis / Kevin F Chan / Casey Khoo / Peter
Law

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Facsimile: +852 2537 1845
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of

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

10. GENERAL

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

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

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal's orders to that effect.

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) **"BHC Act Affiliate"** has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) **"Covered Entity"** means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) **"Default Right"** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (d) **"U.S. Special Resolution Regime"** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank

Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. PROCESS AGENT

- 14.1 The Investor irrevocably appoints PA Economic Opportunity IV Limited at 2503 Bank of America Tower, 12 Harcourt Road, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators, and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent's acceptance of that appointment, within 30 days thereof.

15. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

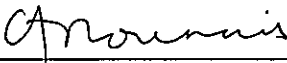
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

**PAG CAPITAL STRUCTURE OPPORTUNITY FUND LP
BY ITS GENERAL PARTNER,
PAG CAPITAL STRUCTURE OPPORTUNITY GP LIMITED**



Name: Christoforos Arcoumanis

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

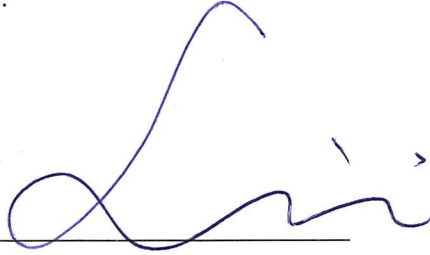
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) the Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	96779
Business registration number:	N/A
LEI number:	2549002EGS1IHYIJBC94
Business address and telephone number and contact person	INTERNATIONAL CORPORATION SERVICES LTD, P.O. Box 472, Harbour Place, 2nd Floor, North Wing, 103 South Church Street, George Town, Grand Cayman KY1-1106, Cayman Islands; With a copy to: c/o 33/F, Three Pacific Place, 1 Queen's Road East, Hong Kong; Telephone number: +1 345 949 0699/ +852 2918 0088; Contact person: Chris Arcoumanis/ Kevin F Chan/ Casey Khoo/ Peter Law
Principal activities:	Investments
Description of the Investor for insertion in the Prospectus:	PAG Capital Structure Opportunity Fund LP (acting by its general partner, PAG Capital Structure Opportunity GP Limited) is an investment fund established as an exempted limited partnership under the laws of Cayman Islands. PAG Capital Structure Opportunity GP Limited, as the general partner acting on behalf of PAG Capital Structure Opportunity Fund LP, makes investments on a discretionary basis. PAG Capital Structure Opportunity Fund LP is advised by PAG Opportunistic Strategies Advisors Limited, and is in turn advised, with respect to its investment, by Pacific Alliance Investment Management (HK) Limited a company incorporated under the laws of Hong Kong with limited liability, which is licensed by the SFC to carry out Type 1 (Dealing in Securities) and Type 9 (Asset Management) regulated activities (CE Number: ANS005) in Hong Kong. Each of PAG Capital Structure Opportunity GP Limited and Pacific Alliance Investment Management (HK) Limited is indirectly and wholly owned by PAG, an

exempted company incorporated in the Cayman Islands. Other than Mr. Weijian Shan (單偉建), there is no entity or individual who holds 30% or more ultimate beneficial ownership interest in PAG as of the Latest Practicable Date.

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

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

TURQUOISE HIME, L.P.
(ACTING BY ITS GENERAL PARTNER HIME INVESTMENT LIMITED)

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **TURQUOISE HIME, L.P. (ACTING BY ITS GENERAL PARTNER HIME INVESTMENT LIMITED)**, an exempted liability partnership incorporated in Cayman Islands whose registered office is at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9008, Cayman Islands (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

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

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

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

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

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

“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;

“Disclosed Entities” means the entities disclosed by the Investor or its affiliates to the Joint Sponsors, Sponsor-Overall Coordinator and/or the Company;

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

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

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

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

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

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

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

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

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

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

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

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

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

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

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

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

“QIB(s)” has the meaning given to it in Recital (A);

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

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

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

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

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

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

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

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

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

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

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

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

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

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

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

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

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

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

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

3. CLOSING CONDITIONS

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

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

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

4. CLOSING

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

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the

Overall Coordinators in writing no later than two (2) clear business days prior to the Listing Date.

- 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 at or before 8:00 a.m. (Hong Kong time) on the Listing Date through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators no later than two (2) business days prior to the Listing Date.
- 4.4 [RESERVED].
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate (excluding, for the purposes of (ii) to (iii) below, the Disclosed Entities) not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (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, provided, for all purposes of this Agreement and for the avoidance of doubt, the general partner and limited partners holding no less than 30% of the voting right or beneficial interest of the Investor, and other direct or indirect equity holder holding no less than 30% of the voting right or beneficial interest of the Investor shall be deemed as an ultimate beneficial owner, provided always that, this Clause 5.1(ii) shall not restrict any change of control, direct or indirect, of ORIX Corporation, which is a company listed on the Tokyo Stock Exchange (Securities Code: 8591) and the New York Stock Exchange (Trading Symbol: IX); or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii) above.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (b) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (c) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;
 - (d) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the

Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

- (e) such wholly-owned subsidiary is (i) not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital on the Listing Date.
- 5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall use its reasonable endeavors to procure that none of its controlling shareholder(s), affiliates, associates (save for the Disclosed Entities, if applicable) and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, unless such action is in compliance with the guidance set out in Chapter 4.15 of the Guide.
- 5.5 The Investor and its affiliates (save for the Disclosed Entities, if applicable), associates, directors, supervisors (if applicable), officers, employees or agents shall not accept or enter into, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

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

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other

percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act; it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;
- (m) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents,

advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock-up Period;
- (o) 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, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis, except as required by applicable law; and (iii) not and will use its reasonable efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor

and/or its representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (r) neither the Investor, as far as the Investor is aware, nor any of its affiliates (save for the Disclosed Entities, if applicable) nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (t) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any

such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (u) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (v) 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;
- (w) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the

Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (x) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters have made no assurances that a public or active market will ever exist for the Investor Shares;
- (y) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (z) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of 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;
- (cc) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into by the Investor (if any); and
- (dd) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by no later than 8:00 a.m. on the Listing Date.

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

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

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement ;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) except with respect to any Disclosed Entities (if applicable), all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) save for any Approval(s) in relation to the Disclosed Entities, (if applicable), it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities

exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time, as far as the Investor is aware and is not bound by any confidentiality obligation not to disclose (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) that the Investor is aware and is not bound by any confidentiality obligation not to disclose (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators, provided that to the extent practicable, reasonable time has been given to the Investor to review and provide comments on the disclosure, and the form and contents of the disclosure have been confirmed by the Investor in advance. As far as it is aware and is not bound by any confidentiality obligation not to disclose, the Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators, provided that to the extent practicable, reasonable time has been given to the Investor to review and provide comments on the disclosure, and the form and contents of the disclosure have been confirmed by the Investor in advance;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder,

and the Investor is not entitled to nominate any person to be a director or officer of the Company;

- (m) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and as far as the Investor is aware, its beneficial owner(s) and/or associates (other than the Disclosed Entities), and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will use the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, as far as the Investor is aware, its beneficial owner(s) and/or associates (save for the Disclosed Entities, if applicable), and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (r) the Investor's account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term "**discretionary managed portfolio**" shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, as far as the Investor is aware, its beneficial owner(s) nor their respective associates (save for the Disclosed Entities, if applicable) is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators and as permitted in compliance with the guidance set out in Chapter 4.15 of the Guide, neither the Investor, as far as the Investor is aware, 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;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) Save for any approvals in respect of the Disclosed Entities (if any), the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;
- (x) none of the Investor, as far as the Investor is aware, its beneficial owner(s) and/or associates (save for the Disclosed Entities, if applicable) is subscribing for the Investor Shares under this Agreement with any financing direct or indirect by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor, as far as the Investor is aware, and each of its associates (save for the Disclosed Entities, if applicable), if any, is independent of, and not connected with, the other investors (save for the Disclosed Entities, if applicable) who have participated or will participate in the Global Offering and any of their associates, except as

permitted by applicable Laws and the Stock Exchange and in compliance with the guidance set out in Chapter 4.15 of the Guide;

- (y) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor and, as far as the Investor is aware, its affiliates (save for the Disclosed Entities, if applicable), directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (z) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (aa) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, as far as the Investor is aware, its beneficial owner(s) and/or associates (save for the Disclosed Entities, if applicable) have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (bb) none of the Investor, as far as the Investor is aware, its respective beneficial owner(s) or any of its associates (other than the Disclosed Entities, if applicable) has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement, except as in accordance with Chapter 4.15 of the Guide.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member (other than the Disclosed Entities, if applicable) and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all material respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors, provided that reasonable time has been given to the Investor to review and provide comments on the disclosure, and the form and contents of the disclosure have been confirmed by the Investor in advance. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC as far as the Investor is aware and is not bound by any confidentiality obligation not to disclose. The Investor hereby agrees that after reviewing the description in

relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all material respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMI 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete in any material respect or becomes misleading in any respect, as far as the Investor is aware and is not bound by any confidentiality obligation not to disclose.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMI and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith (together, the **"Losses"**), save and except that such indemnity shall not apply with respect to any Losses that are finally determined by a Court of competent jurisdiction or properly constituted arbitration tribunal to have arisen out of, or resulted solely and directly from the fraud, gross negligence or wilful default of such Indemnified Party.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

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

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations

under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

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

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete and accurate in all material respects 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 Joint Sponsors and their respective counsels in each case as far as the Investor is aware and is not bound by any confidentiality obligation not to disclose.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC in each case as far as the Investor is aware and is not bound by any confidentiality obligation not to disclose.

9. NOTICES

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

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	Room 3206-3208, Two Exchange Square, 8 Connaught Place, Central, Hong Kong
Email:	jing.chen@orixasiacapital.com Attention c/o ORIX Asia Asset Management Limited email
Attention:	Chen Jing

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

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

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to

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

- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor (if any), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance;
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

- 10.12 The Overall Coordinators and the Joint Sponsors have the power and are hereby authorized to delegate all or any of their 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 or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

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

12. IMMUNITY

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

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default

Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

- 13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. PROCESS AGENT

- 14.1 The Investor irrevocably appoints ORIX Asia Asset Management Limited at Room 3206-3208, Two Exchange Square, 8 Connaught Place, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators, and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent’s acceptance of that appointment, within 30 days thereof.

15. COUNTERPARTS

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

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

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

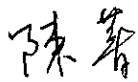
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

TURQUOISE HIME, L.P. (acting by its general partner HIME INVESTMENT LIMITED)

Handwritten signature in black ink, appearing to be the Chinese characters '陈景' (Chen Jing).

Name: Jing Chen

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

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Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

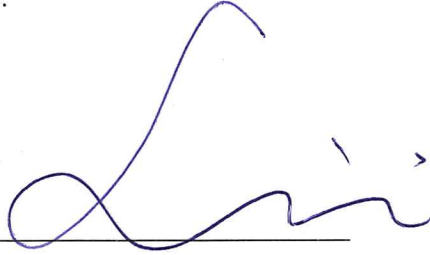
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

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

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

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

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	WC-131734
Business registration number:	N/A
LEI number:	254900X8P0NRUX9SGQ37
Business address and telephone number and contact person	Suites 3206-3208, Two Exchange Square, 8 Connaught Place, Central
Principal activities:	Turquoise Hime, L.P. (the Fund) is a Cayman Islands Exempted Limited Partnership registered as a private fund with the Cayman Islands Monetary Authority. No single ultimate beneficial owner holds 30% or more interest in the Fund. Hime Investment Limited is a Cayman Islands exempted company and acts as general partner of the Fund. Its ultimate beneficiary owner is ORIX Corporation (TYO:8591, NYSE:IX) ORIX Asia Asset Management Limited (“OAAM”), acts as the investment manager on a discretionary basis of Turquoise Hime, L.P..OAAM is a key investment management platform for ORIX Corporation in the Asia-Pacific Region.
Ultimate controlling shareholder:	ORIX Corporation
Place of incorporation of ultimate controlling shareholder:	Japan
Business registration number and LEI number of ultimate controlling shareholder:	LEI Number: 35380016EMHNBOVYE123
Principal activities of ultimate controlling shareholder:	ORIX Group (ORIX Corporation: TYO:8591, NYSE:IX) was established in 1964 and has grown from its roots in leasing in Japan to become a global, diverse, and unique corporate group. Today, it is active around the world in financing and investment, life insurance, asset management, real estate, public infrastructure, environment and

energy, automobile-related services, industrial/ICT equipment, ships and aircraft. Since expanding outside of Japan in 1971, ORIX Group has grown its business globally and now operates in around 30 countries and regions across the world

Shareholder and interests held:

Listing Company

Description of the Investor for insertion in the Prospectus:

TURQUOISE HIME, L.P. (“**Turquoise Hime**”) is a Cayman Islands Exempted Limited Partnership registered as a private fund with the Cayman Islands Monetary Authority. No single ultimate beneficial owner holds 30% or more interest in the Turquoise Hime. Hime Investment Limited is a Cayman Islands exempted company and acts as general partner of Turquoise Hime. Its ultimate beneficiary owner is ORIX Corporation (TYO:8591, NYSE:IX). ORIX Asia Asset Management Limited (“**OAAM**”), acts as the investment manager on a discretionary basis of Turquoise Hime.

OAAM is a key investment management platform for ORIX Corporation in the Asia-Pacific Region. ORIX Group (ORIX Corporation: TYO:8591, NYSE:IX) was established in 1964 and has grown from its roots in leasing in Japan to become a global, diverse, and unique corporate group. Today, it is active around the world in financing and investment, life insurance, asset management, real estate, public infrastructure, environment and energy, automobile-related services, industrial/ICT equipment, ships and aircraft. Since expanding outside of Japan in 1971, ORIX Group has grown its business globally and now operates in around 30 countries and regions across the world.

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

cornerstone investor

基石投资协议

2026年9月10日

纳真科技公司

及

广发基金管理有限公司

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. 广发基金管理有限公司（一家在中华人民共和国注册成立的公司，注册办事处位于广东省珠海市横琴新区环岛东路 3018 号 2608 室，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」，与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例（定义见下文）在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合格机构买家（「合格机构买家」）有条件地配售 154,813,200 股普通股股份（可予重新分配及视乎超额配股权行使与否而定）（包括向香港的专业及机构投资者配售）（下文简称「国际发售」）。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

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

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
 - (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。
- 2.2 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。
- 3. 完成条件
- 3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第 2.1 条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：
 - (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
 - (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
 - (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
 - (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
 - (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。
- 3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条

所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

- 3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。

- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份（或其任何部分）由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包

括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券)；(ii)允许其自身出现最终实益所有人级别的控制权变更(定义见香港证监会颁布的公司收购、合并及股份回购守则)；(iii)订立(不论直接或间接)具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份(或有关处置的协议、合同或意向公告)，则投资者将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。

- 5.2 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10% (或上市规则不时就「主要股东」定义厘定的其他比例)，而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量(直接及间接)不得导致公众持有的本公司证券总数(按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条)低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。
- 5.3 投资者同意，投资者乃基于其公募基金或其资产管理计划募集的资金投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于其公募基金或其资产管理计划募集的资金投资持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份(投资者股份除外)或在香港公开发售中申请普通股股份。
- 5.4 投资者及其联属人士、联系人、董事、监事(如适用)、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立(不论直接或间接)与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则(包括上市规则附录 F1(权益证券配售指引)、指南第 4.15 章或香港监管机构发布的任何书面指引)的安排或协议(包括任何单边保证函)。投资者进一步确认及承诺概无其及其联属人士、董事、监事(如适用)、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完

成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；

- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
- (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；

- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 【若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；】
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(I)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任

何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其附属人士或联系人的其他证券或衍生工具；

- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及
 - (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其附属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；

- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；

- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其附属公司承担任何责任；
- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (ee) 除本协议外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；以及
- (ff) 投资者各自己同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本

协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；

- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有

与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii) 能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及其投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C 段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；

- (p) 投资者将使用其公募基金或其资产管理计划募集的资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指定的任何承配人类别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论

直接或间接) 认购投资者股份; 投资者及其联系人(若有) 独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联;

- (z) 投资者、其联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排, 包括任何不符合上市规则(包括联交所发行的《新上市申请人指南》第 4.15 章) 的附函;
- (aa) 除本协议规定者外, 投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺;
- (bb) 除此前已以书面形式向本公司, 联席保荐人及整体协调人披露外, 投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品; 以及
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份(根据本协议的投资者股份除外)。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证, 附表 2 所载的与其及其集团成员公司有关的描述, 以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相关资料属真实、完整及准确, 且不具误导性。在无损第 6.1(b) 条规定的前提下, 投资者不可撤销地同意, 若本公司、整体协调人及联席保荐人以其唯一判断认为属必需, 可将其名称及本协议的所有或部分描述(包括附表 2 所载的描述) 载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺, 将在合理可行的情况下尽快及时提供与其、其拥有权(包括最终实益拥有权) 有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件, 以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构(包括但不限于联交所、香港证监会及中国证监会) 的公司或证券登记及/或其他要求; 投资者特此同意, 在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改(若有) 后, 投资者应视为已保证, 该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

6.4 投资者明白, 载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认, 本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性, 投资者同意, 若任何该等保证、

承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。

- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、监事（如适用）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据其成立地法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及

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

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

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

- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

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

8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com

收件人：投资者关系部

若发送至投资者，则发送至：

地址：广州市海珠区琶洲大道 168 号星河湾中心 36 层
电邮：lihy@gffunds.com.cn
收件人：李海燕

若发送至花旗，则发送至：

地址：香港中环花园道 3 号冠君大厦 50 楼
电邮：projectlegend.ap.wg@citi.com
收件人：ECM

若发送至中信證券则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：project_legend2025@citics.com
收件人：Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：projectlegend2025@clsa.com
收件人：Project Legend 2025 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不

影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。

- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 本协议将仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
 - (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席

保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。

10.13 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。

10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：

(c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或

(d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。

10.15 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 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的文件及行动。

10.18 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，

且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：

(a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i) 《美国联邦法规》第 12 篇第 252.82(b) 节中定义（且据其解释）的“适用实体”；(ii) 《美国联邦法规》第 12 篇第 47.3(b) 节中定义（且据其解释）的“适用银行”；或 (iii) 《美

国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文书代收人

14.1 投资者不可撤销地委任广发国际产品团队（地址为香港的香港湾仔骆克道 81 号广发大厦 25 楼）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

15.1 本协议可以签署任何数目的副本，並由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

广发基金管理有限公司

李耀柱

姓名：李耀柱

职衔：国际业务部总经理

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

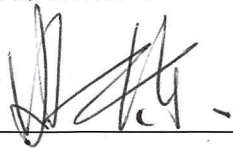
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)9,500,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	广东省珠海市横琴新区环岛东路 3018 号 2608 室
公司注册证书编号:	无
商业登记号码:	914400007528923126
法人机构识别编码	254900GP1HXIKN7HRQ52
营业地址、电话号码及联系人	广州市海珠区琶洲大道 168 号星河湾中心 36 层, 李海燕, 020-89188562
主要活动:	资产管理
最终控股股东:	广发证券股份有限公司
最终控股股东的注册成立地点:	广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东的商业登记号码及法人机构识别编码:	91440000126335439 3003007E0Y3ZJ5HNA936
最终控股股东的主要活动:	投资银行与经纪业
股东及持有的权益:	54.53%
待插入招股章程的投资者描述:	GF Fund Management Co., Ltd. (廣發基金管理 有 限 公 司) (“GF Fund Management”) and GF International Investment Management Limited (廣發國際資產管理有限公司) (“GF Fund HK”, together with GF Fund Management, “GF Fund”) have respectively entered into Cornerstone Investment Agreements with our Company. GF Fund Management was established on August 5, 2003. As of December 31, 2025, its assets under management exceeded RMB2 trillion. It offers a comprehensive range of product offerings, covering active equity, bonds, money market, overseas investments,

passive investments, FOF, and quantitative hedging, among others, to meet the diversified investment needs of domestic and international clients. The controlling shareholder of GF Fund Management is GF Securities Co., Ltd. (廣發證券股份有限公司) (“**GF Securities**”), a company limited by shares listed on the Stock Exchange (stock code: 1776) and the Shenzhen Stock Exchange (stock code: 000776), holding a 54.53% equity interest in GF Fund Management. Apart from GF Securities, no other shareholder holds 30% or more of the equity in GF Fund Management.

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

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露

基石投资者

全权托管投资组合

基石投资协议

2026年9月10日

纳真科技公司

及

广发国际资产管理有限公司

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. 广发国际资产管理有限公司（一家在香港注册成立的公司，其注册办事处位于香港湾仔骆克道 81 号广发大厦 25 楼，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」），与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份 (可予重新分配) 以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例(定义见下文)在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「合资格机构买家」）有条件地配售 154,813,200 股普通股股份 (可予重新分配及视乎超额配股权行使与否而定)(包括向香港的专业及机构投资者配售)(下文简称「国际发售」)。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

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

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

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

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

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

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

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

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征费」指香港证监会的 0.0027%交易征费（或于上市日收取的现行交易征费）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征费）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指普通股股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征费）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合资格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

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

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或

彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征费。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)共同及个别地承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十天（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免），投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征费（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征费或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、

H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及(b)倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。

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

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协

议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于全权委托投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于全权委托投资基准持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份，惟根据指引第 4.15 章获得联交所豁免或同意者除外。

- 5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事（如适用）、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
 - (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
 - (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：**(I)**不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；**(ii)**应以其最大努力确保其（已获根据本第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及**(iii)**不得并应确保其（已获根据本第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其/彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否

投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；

- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其附属公司承担任何责任；
- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (ee) 除本协议外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；以及

- (ff) 投资者已同意，投资总额及相关经纪费及征费的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii) 能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 以全权委托投资基准作为主事人，以投资为目的认购投资者股份，并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) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及其投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，

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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录 F1（权益证券配售指引）第 1C 段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；

- (p) 投资者将使用由其管理的资金认购投资者股份，且未获得且不算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 除此前已以书面形式通知联席保荐人及整体协调人外且获得联交所豁免或同意者除外，投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投

投资者」除外)；或(b)《上市规则》(包括上市规则第 12.08A 条)要求在本公司配售结果公告中指明的任何承配人类别；

- (v) 投资者并未亦不会与任何「分销商」(定义见 S 规例)订立任何与普通股股份分销有关的合约安排，惟与其附属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1 (权益证券的配售指引)、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量(不论直接或间接)不应导致公众(具有上市规则赋予的含义)持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资(不论直接或间接)认购投资者股份；投资者及其联系人(若有)独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；
- (z) 投资者、其附属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的附属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则(包括联交所发行的《新上市申请人指南》第 4.15 章)的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的附属人士要求提供的所有投资者相关资料属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述(包括附表 2 所载的描述)载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权(包括最终实益拥有权)有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构(包括但不

限于联交所、香港证监会及中国证监会)的公司或证券登记及/或其他要求;投资者特此同意,在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改(若有)后,投资者应视为已保证,该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白,载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认,本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性,投资者同意,若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性,其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺,对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商(代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表)(下文统称「**受弥偿方**」)因投资者或其全资附属公司(如相关股份由该全资附属公司持有)或其/彼等各自的高级职员、董事、监事(如适用)、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因(包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为)招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害,以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害,投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿,确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认(视情况而定)应解释为单独的协议、声明、保证、承诺、确认及承认,并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺:
- (a) 其已根据其成立地法律注册成立并有效存续;
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力,并已采取签署本协议及履行本协议项下义务所需的所有行动;
 - (c) 待妥为付款后,在不抵触第 5.1 条规定的禁售期的前提下,投资者股份在根据第 4.4 条向投资者交付时将已缴足,可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其

他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；

- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与在其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

- 8.1 除本协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：
- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系团队

若发送至投资者，则发送至：

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

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	projectlegend2025@clsa.com
收件人：	Project Legend 2025 Deal Team

根据本协议交付的任何通知应由专人交付或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 本协议将仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (c) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (d) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 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 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.18 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：

(a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或 (iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 副本

14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

广发国际资产管理有限公司



姓名：上官鹏

职衔：总经理

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

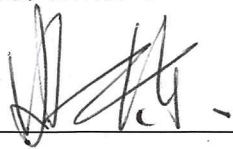
A handwritten signature in black ink, appearing to be 'Li Li', is written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)500,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	香港湾仔骆克道 81 号广发大厦 25 楼
公司注册证书编号:	1539133
商业登记号码:	53466055-000-12-24-1
法人机构识别编码	25490086TTF7Z2MMP179
营业地址、电话号码及联系人	营业地址: 香港湾仔骆克道 81 号广发大厦 25 楼 电话: 852-36952848 联系人: 广发国际产品团队
主要活动:	资产管理
最终控股股东:	广发基金管理有限公司, 其控股股东为广发证券股份有限公司
最终控股股东的注册成立地点:	广东省广州市黄埔区中新广州知识城腾飞一街 2 号 618 室
最终控股股东的商业登记号码及法人机构识别编码:	91440000126335439C
最终控股股东的主要活动:	投资银行与经纪业
股东及持有的权益:	广发基金管理有限公司持有广发国际资产管理有限公司 100%股份
待插入招股章程的投资者描述:	GF Fund HK is a wholly-owned subsidiary of GF Fund Management. GF Fund HK (central entity number of its SFC license: AXL121) was incorporated in Hong Kong in December 2010. It is licensed by the SFC to carry on Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities in Hong Kong. GF Fund HK serves as the global investment and business platform for its parent company, GF Fund

Management. Acting as GF Fund Management's overseas window company, GF Fund HK strategically connects the Chinese and overseas markets. Leveraging the investment and research capabilities of GF Fund Management and its competitive advantages in the overseas market, GF Fund HK provides comprehensive and high-quality services to its clients.

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

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露	基石投资者
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CORNERSTONE INVESTMENT AGREEMENT

September 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

E FUND MANAGEMENT (HONG KONG) CO., LTD.

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **E FUND MANAGEMENT (HONG KONG) CO., LTD.**, a company incorporated in Hong Kong whose registered office is at Suites 3501-02 35/F, Two International Finance Ctr, No 8 Finance St Central, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

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

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

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

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

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

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

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

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

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

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

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

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

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

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

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

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

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

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

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

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

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

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

“**Governmental Authority**” means any governmental, 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);

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

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

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

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

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

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

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

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

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

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QDII(s)” means Qualified Domestic Institutional Investor(s) established under PRC law;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and

shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is using fund of its managed funds, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is through its managed funds. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make

an application for the Shares in the Hong Kong Public Offering unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on

behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction of for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any

insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has

been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global

Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn

or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. Tthe Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as fund manager for its managed funds and for investment purposes without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under

paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) save as previously notified to the Joint Sponsors, the Sponsor-Overall Coordinators and the Overall Coordinators in writing, each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is managed by the relevant exchange participant (as defined in the Listing Rules) or a member of the group of which such exchange participant is a part in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor” and “discretionary managed portfolio”) 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;

- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; save as that an indirect controlling shareholder of the Investor, E Fund Management Co., Ltd. is another cornerstone investor in connection with 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors

and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors,

agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investor or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the

part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 10 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including

the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address: 12/F Nexxus Building, 41 Connaught Road, Hong Kong
Email: HK_Compliance@efunds.com.hk
Attention: Legal & Compliance

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators

shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of 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 or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
 - (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if

this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (d) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

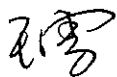
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

E FUND MANAGEMENT (HONG KONG) CO., LTD.



Name: Sharon Wang

Title: Chief Executive Officer

for and on behalf of:

Citigroup Global Markets Asia Limited

By:



Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

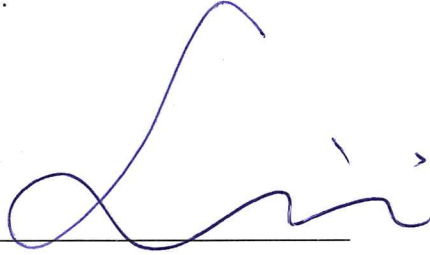
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 9,500,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	SUITES 3501-02, 35/F, TWO INTERNATIONAL FINANCE CENTRE, 8 FINANCE STREET, CENTRAL, HONG KONG
Certificate of incorporation number:	1263717
Business registration number:	39666449
LEI number:	549300QA7IYEM9HDE217
Business address and telephone number and contact person	SUITES 3501-02, 35/F, TWO INTERNATIONAL FINANCE CENTRE, 8 FINANCE STREET, CENTRAL, HONG KONG +8613664512244 Legal & Compliance
Principal activities:	Asset Management
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	E Fund International Holdings Limited. (100%)
Description of the Investor for insertion in the Prospectus:	E Fund Management (Hong Kong) Co., Ltd. (易方達資產管理(香港)有限公司) (“ E Fund HK ”, together with E Fund Management, “ E Fund ”), a company incorporated in Hong Kong in August 2008, is a wholly-owned subsidiary of E Fund Management. E Fund HK is licensed for Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities by the SFC. E Fund HK serves as the global investment and business platform for its parent company, E Fund Management. As E Fund Management’s gateway company overseas, E Fund HK strategically connects China with the overseas market. E Fund HK leverages the investment and research capabilities of E Fund

Management and its competitive advantage in the overseas market to provide comprehensive and quality service to its clients. E Fund HK will participate in the cornerstone investment through certain funds under its management, and such participation does not involve any proprietary trading. Save for E Fund (HK) Neo Horizon Fund SP (易方達香港新視野基金), in which Mr. YANG Runji (楊潤基) holds 30% or more of the interests, no single holder of any such funds holds 30% or more of the interests therein.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees

cornerstone investor, discretionary managed portfolio

CORNERSTONE INVESTMENT AGREEMENT

September 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

E FUND MANAGEMENT CO., LTD.

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **E FUND MANAGEMENT CO., LTD.**, a company incorporated in China whose registered office is at 6/F, No. 188 Rongyue Road, Hengqin New Area, Zhuhai, Guangdong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means The Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in

each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, 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);

“**Group**” means the Company and its subsidiaries;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“**International Offering**” has the meaning given to it in Recital (A);

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QDII(s)” means Qualified Domestic Institutional Investor(s) established under PRC law;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and (b) 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and

shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is using fund of its managed funds, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is through its managed funds. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make

an application for the Shares in the Hong Kong Public Offering unless such action is disclosed to the Company, the Joint Sponsors and the Overall Coordinators and is in compliance with the guidance set out in Chapter 4.15 of the Guide.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on

behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any

insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has

been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global

Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date;

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn

or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and the performance by of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as fund manager for its managed funds and for investment purposes without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under

paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) save as previously notified to the Joint Sponsors, the Sponsor-Overall Coordinators and the Overall Coordinators in writing, each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is managed by the relevant exchange participant (as defined in the Listing Rules) or a member of the group of which such exchange participant is a part in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor” and “discretionary managed portfolio”) 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;

- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMLs or the underwriters of the Global Offering; save as that an wholly owned subsidiary of the Investor, E Fund Management (Hong Kong) Co., Ltd. is another cornerstone investor in connection with 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint

Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors,

agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the

part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 10 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

(a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;

(b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and

(c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including

the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address: 51/F, Yuehai Financial Center, Guangzhou, China
Email: liuchang@efunds.com.cn
Attention: Liu Chang

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators

shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 The Overall Coordinators and the Joint Sponsors have the power and are hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they thinks 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 Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
 - (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if

this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:
- (a) “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
 - (b) “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
 - (c) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
 - (d) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. PROCESS AGENT

- 14.1 The Investor irrevocably appoints E Fund Management (Hong Kong) Co., Ltd. at 12/F, Nexxus Building, 41 Connaught Road, Central, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Investor).
- 14.2 If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Investor irrevocably agrees to appoint a substitute process agent acceptable to the Company, the Overall Coordinators, and the Joint Sponsors, and to deliver to the Company, the Overall Coordinators and the Joint Sponsors a copy of the new process agent’s acceptance of that appointment, within 30 days thereof.

15. COUNTERPARTS

- 15.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

E FUND MANAGEMENT CO., LTD.

郭福城

Name: Fucheng Guo

Title: Head of Trading Dept

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

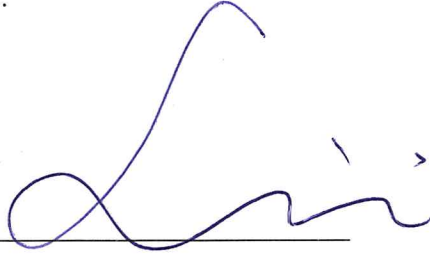
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar Hong Kong dollar equivalent of US dollar 500,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	6/F, No. 188 Rongyue Road, Hengqin New Area, Zhuhai, Guangdong
Certificate of incorporation number:	91440000727878666D
Business registration number:	91440000727878666D
LEI number:	254900CUR8CWXNKSKE37
Business address and telephone number and contact person	51/F, Yuehai Financial Center, Zhujiang New Town, Tianhe District, Guangzhou +8613664512244 Liu Chang
Principal activities:	Asset Management
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	GUANGDONG FINANCE TRUST CO., LTD. (22.65%) GF SECURITIES CO., LTD. (22.65%) INFORE GROUP CO., LTD. (22.65%) GUANGDONG RISING ASSETS MANAGEMENT CO., LTD. (15.10%) GUANGDONG GUANGYONG STATE-OWNED ASSETS MANAGEMENT CO. LTD. (7.55%) TOTAL EMPLOYEE SHAREHOLDING PARTNERSHIPS. (9.39%)
Description of the Investor for insertion in the Prospectus:	E Fund Management Co., Ltd. (“ E Fund Management ”), is a leading comprehensive asset management company in the PRC. E Fund Management is a QDII approved by the relevant PRC authority and targets at companies with competitive

edge over its competitors. E Fund Management is a fund manager managing assets on behalf of its underlying clients. The shareholders of E Fund Management include (1) Guangdong Finance Trust Co., Ltd. (廣東粵財信託有限公司), which is ultimately owned by The People' s Government of Guangdong Province (廣東省人民政府), (2) GF Securities, and (3) Infore Group Co., Ltd (盈峰集團有限公司), which is ultimately owned by Mr. He Jianfeng (何劍鋒), each holding 22.65% in E Fund Management and an Independent Third Party. None of the remaining shareholders of E Fund Management owns 30% or more equity interest therein. E Fund Management will participate in the cornerstone investment through certain funds under its management, and such participation does not involve any proprietary trading. No single holder of any such funds holds 30% or more of the interests in E Fund Management.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees

cornerstone investor, discretionary managed portfolio

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

CHINA SECURITIES (INTERNATIONAL) INVESTMENT COMPANY LIMITED
(建投(海外)投资有限公司)

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **CHINA SECURITIES (INTERNATIONAL) INVESTMENT COMPANY LIMITED (建投(海外)投资有限公司)**, a company incorporated in Hong Kong whose registered office is at 18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

- (D) The Investor and CSC Financial Co., Ltd. (中信建投証券股份有限公司) (“**Ultimate Beneficiary**”) will enter into one or more cross border delta-one OTC swap transactions (the “**OTC Swaps**”), pursuant to which the Investor will hold the Investor Shares to be subscribed under this Agreement on a non-discretionary basis to hedge the OTC Swaps while the economic risks and returns of the underlying Investor Shares are ultimately passed to the Ultimate Beneficiary, subject to customary fees and commissions. The OTC Swaps will be fully funded by the Ultimate Beneficiary and constitute a proprietary investment of the Ultimate Beneficiary.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means The Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right

to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or

- (ii) except for the OTC Swaps, entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, 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);

“**Group**” means the Company and its subsidiaries;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“**International Offering**” has the meaning given to it in Recital (A);

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“Investor-related Information” has the meaning given to it in clause 6.2(i);

“Investor Shares” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“proprietary investment basis” means such investment as made by an investor for its own account and investment purpose but not acting as an agent on behalf of any third

parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such investor;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d)

cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

2.2 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no material breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.
- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies by same day value credit before 8:00 a.m. (Hong Kong time) on the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to

any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR AND THE ULTIMATE BENEFICIARY

- 5.1 The Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, (a) at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) except for the OTC Swaps, enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii) above, and (b) 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 take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.

- 5.2 The Investor agrees, covenants with and undertakes to the Company, the Joint Sponsors and the Overall Coordinators that the Ultimate Beneficiary will remain invested in the relevant OTC Swaps during the Lock-up Period with substantially the same legal effect as clause 5.1 above. The Investor hereby confirms to the Company, the Joint Sponsors and the Overall Coordinators that the tenor of the OTC Swaps is equal to or longer than the Lock-up Period.
- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor, the Ultimate Beneficiary and their respective close associates in the total issued share capital of the Company shall, for the period commencing from the Listing Date up to 6 months after the Listing Date, be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital.
- 5.4 The Investor agrees that the subscription of the Investor Shares under this Agreement is not on a proprietary investment basis, and the Ultimate Beneficiary’s investment in the OTC Swaps is on a proprietary investment basis. The Investor agrees to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Ultimate Beneficiary’s investment in the OTC Swaps in connection with the Investor’s subscription of the Investor Shares is on a proprietary investment basis. Unless otherwise permitted by the Stock Exchange and in accordance with the Listing Rules, the Investor shall not, and shall procure that each of the Ultimate Beneficiary and the Investor’s respective controlling shareholder(s), affiliates, associates and their respective beneficial owners shall not, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares or otherwise agreed by the Company, the Overall Coordinators and the Joint Sponsors) or make an application for the Shares in the Hong Kong Public Offering, unless otherwise permitted under the Listing Rules and/or the Guide.
- 5.5 Save for documentation relating to the OTC Swaps and the undertaking that has been provided or to be provided by the Ultimate Beneficiary to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, the Investor, the Ultimate Beneficiary and their respective affiliates, associates, directors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities)) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that, save for documentation relating to the OTC Swaps and the undertakings to be provided by the Ultimate Beneficiary to the Investor in connection with the representations, lock-up undertaking and other obligations of the Investor contemplated under this Agreement, none of the Investor,

the Ultimate Beneficiary, their respective affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the Ultimate Beneficiary and the relationship and arrangements between the Parties contemplated by this Agreement and the OTC Swaps will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor and the Ultimate Beneficiary will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor and/or the Ultimate Beneficiary 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, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor and the Ultimate Beneficiary shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;

- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;

- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares and/or the OTC Swaps or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor, the Ultimate Beneficiary or any of their respective Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(o)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor, the Ultimate Beneficiary and/or their respective representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor, the Ultimate Beneficiary and/or their respective representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor and/or the Ultimate Beneficiary in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor, the Ultimate Beneficiary and/or their respective representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing

contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor, the Ultimate Beneficiary and/or their respective representatives shall form the basis of any contract or commitment whatsoever;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any 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 Ultimate Beneficiary and/or their respective representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or the Ultimate Beneficiary and/or their respective representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor and/or the Ultimate Beneficiary in determining whether to invest in the Investor Shares or the OTC Swaps and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (r) neither the Investor, nor the Ultimate Beneficiary, nor any of their affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (s) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (t) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor and/or the Ultimate Beneficiary by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates,

partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or the Ultimate Beneficiary or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (u) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor or the Ultimate Beneficiary 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;
- (v) each of the Investor and the Ultimate Beneficiary will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (w) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the

underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (x) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (y) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (z) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (aa) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (bb) the Company and the Overall Coordinators will have absolute discretion to change or adjust (i) the number of 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
- (cc) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the OTC Swaps entered into by the Investor leading up to the Investor's subscription of the Investor Shares.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws

applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to as soon as reasonably practicable notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;
- (h) the execution and delivery of this Agreement by the Investor and its performance of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor’s subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor, the Ultimate Beneficiary and their respective ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement (including the OTC Swaps) 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, the Ultimate Beneficiary or their respective beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;
- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) the Ultimate Beneficiary 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 the Investor hereunder, and the Ultimate Beneficiary is not entitled to nominate any person to be a director or officer of the Company;

- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) each of the Investor, the Ultimate Beneficiary and their respective beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor, the Ultimate Beneficiary and their respective beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and the OTC Swaps and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement and the OTC Swaps; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders 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 taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, the Ultimate Beneficiary and/or their respective associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under

Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, or to the Investor’s best knowledge, the Ultimate Beneficiary, nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor is true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) none of the Investor or the Ultimate Beneficiary has entered and will enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or indirect) of the Investor, the Ultimate Beneficiary and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

- (y) none of the Investor, the Ultimate Beneficiary, their respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or the underwriters of the Global Offering; the Investor, to the Investor's knowledge, the Ultimate Beneficiary 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors, the Ultimate Beneficiary or their respective affiliates, directors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement and the OTC Swaps, neither the Investor nor the Ultimate Beneficiary has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, the Ultimate Beneficiary and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares other than the OTC Swaps; and
- (cc) none of the Investor, the Ultimate Beneficiary, their respective beneficial owner(s) or any of their associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement and the OTC Swaps.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate in all material respects and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, the Ultimate Beneficiary, the OTC Swaps and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or

Government Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it, the Ultimate Beneficiary and the group of companies of which any of them is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all material respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors as soon as reasonably practicable in writing if it is aware that any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the "**Indemnified Parties**"), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the Ultimate Beneficiary or their respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that the indemnity in this clause 6.5 shall not apply to the extent that any such losses finally judicially determined by a court of competent jurisdiction to have been caused solely and directly by the gross negligence, willful misconduct or fraud of such Indemnified Party.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, 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 Guide) with any of the Investors, the Ultimate Beneficiary or their respective affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor and/or the Ultimate Beneficiary under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights

under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and the Ultimate Beneficiary and its relationship between the Company and the Investor and the Ultimate Beneficiary may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor or the Ultimate Beneficiary, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor and the Ultimate Beneficiary prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate in all material respects 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 Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes as soon as reasonably practicable to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor and the Ultimate Beneficiary in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong
Email:	derivatives@csci.hk
Attention:	Derivatives Trading Department

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, 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.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of 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 or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which

it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. 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 such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:
CHINA SECURITIES (INTERNATIONAL) INVESTMENT COMPANY LIMITED
(建投(海外)投資有限公司)

A handwritten signature in black ink, appearing to be '戴波' (Dai Bo), written in a cursive style. The signature is positioned above a horizontal line.

Name: Mr. Dai Bo

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

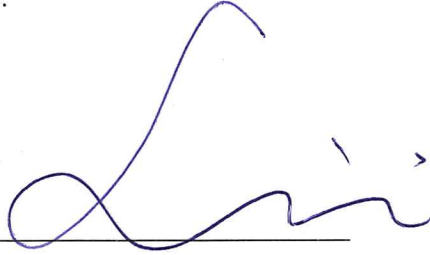
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering - Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong, China
Certificate of incorporation number:	2264171
Business registration number:	65026013
LEI number:	254900JKG3HP5J909V84
Business address and telephone number and contact person	18/F, Two Exchange Square, 8 Connaught Place, Central, Hong Kong Telephone: +852 3465 5600 Attn: Derivatives Trading Department
Principal activities:	OTC derivatives trading and proprietary trading
Ultimate controlling shareholder:	CSC Financial Co., Ltd. (中信建投証券股份有限公司) (601066.SH and 6066.HK)
Place of incorporation of ultimate controlling shareholder:	China
Business registration number and LEI number of ultimate controlling shareholder:	529900K0C62QAJ4ND963
Principal activities of ultimate controlling shareholder:	A global investment bank that provides financial services
Shareholder and interests held:	China Securities (International) Finance Holding Limited (中信建投(國際)金融控股有限公司) being 100% shareholder of the Investor
Description of the Investor for insertion in the Prospectus:	China Securities (International) Investment Company Limited (建投(海外)投資有限公司) and CSC Financial Co., Ltd. (中信建投証券股份有限公司) will enter into one or more cross border delta-one OTC swap transactions (“ CSC OTC Swap ”), pursuant to which the China Securities (International) Investment Company Limited will hold the Offer Shares to be subscribed under the Cornerstone Investment Agreement on a non-discretionary basis to hedge the CSC OTC Swap while the economic risks and returns of the underlying Offer Shares are passed to CSC Financial Co., Ltd., subject to customary fees and commissions. The CSC OTC Swap will be fully funded

by CSC Financial Co., Ltd. and constitute a proprietary investment of CSC Financial Co., Ltd..

China Securities (International) Investment Company Limited is an indirect wholly-owned subsidiary of CSC Financial Co., Ltd., of which its shares are listed on the Shanghai Stock Exchange (stock code: 601066) and the Hong Kong Stock Exchange (stock code: 6066).

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees	cornerstone investor
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基石投资协议

2026年9月10日

纳真科技公司

及

前海国际基金管理有限公司

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. 纳真科技公司（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. 前海国际基金管理有限公司（一家在香港注册成立的公司，注册办事处位于香港湾仔港湾道 18 号中环广场 54 楼 5401 室，下文简称「投资者」）；
3. 花旗环球金融亚洲有限公司（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. 中信證券（香港）有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. 中信里昂證券有限公司（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」，与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例（定义见下文）在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「合资格机构买家」）有条件地配售 154,813,200 股普通股股份（可予重新分配及视乎超额配股权行使与否而定）（包括向香港的专业及机构投资者配售）（下文简称「国际发售」）。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「受弥偿方」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的普通股股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指普通股股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征税）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或

彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)共同及个别地承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十(180)天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c)上市规则第 8.08A 条规定的最低自由流通量规定；及/或(d)上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于根据第 6.5 条受弥偿方因投资者未能全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、

H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身及代表其全资附属公司（倘若投资者股份（或其任何部分）由该全资附属公司持有）与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐

人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其/彼等各自紧密联系人士于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人各自同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其联属人士、联系人、董事、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：
- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
 - (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
 - (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
 - (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
 - (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
 - (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
 - (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (m) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联

属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；

- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、高级职员、雇员、顾问、代理及代表（下文简称「**获授权接受者**」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据本第 6.1(p)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据本第 6.1(p)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其/彼等各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其/彼等各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其/彼等各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意

该等修订（若有）并放弃其与该等修订（若有）有关的权利；

- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (s) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (t) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其/彼等各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (x) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (z) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (aa) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (bb) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其/彼等各自的附属公司承担任何责任；
- (cc) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (dd) 除本协议和投资者签订的保密协议（如有）外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；及

- (ee) 投资者各自己同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日；

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于(i)投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；(ii)本协议项下拟进行的交易（包括但不限于购买投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或(iv)投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，

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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v) 不属于上市规则附录 F1（权益证券配售指引）第 1C 段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；

- (p) 投资者将使用自有资金/由其管理的资金认购投资者股份，且未获得且不算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(i)联交所 FINI 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投

资者」除外）；或(ii)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；
- (z) 投资者、其联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；及
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相关资料属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不

限于联交所、香港证监会及中国证监会)的公司或证券登记及/或其他要求;投资者特此同意,在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改(若有)后,投资者应视为已保证,该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白,载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认,本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性,投资者同意,若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性,其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺,对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商(代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表)(下文统称「**受弥偿方**」)因投资者或其全资附属公司(如相关股份由该全资附属公司持有)或其/彼等各自的高级职员、董事、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因(包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为)招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害,以及受弥偿方就任何该等申索、诉讼或法律程序可能直接蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有直接损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害,投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿,确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认(视情况而定)应解释为单独的协议、声明、保证、承诺、确认及承认,并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺:
- (a) 其已根据其成立地法律注册成立并有效存续;
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力,并已采取签署本协议及履行本协议项下义务所需的所有行动;
 - (c) 待妥为付款后,在不抵触第 5.1 条规定的禁售期的前提下,投资者股份在根据第 4.4 条向投资者交付时将已缴足,可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其

他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；

- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第4.15章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 11 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议（如有）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本

公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
 - (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
 - (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。
- 8.2 除上述第 8.1(a)到(c)条所述情况外，投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。
- 8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。
- 8.4 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系团队

若发送至投资者，则发送至：

地址：	香港湾仔港湾道 18 号中环广场 54 楼 5401 室
电邮：	frankliu@fsfasset.com
收件人：	Liu Yu

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	projectlegend2025@clsa.com
收件人：	Project Legend 2025 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 本协议将仅以中文版本签署。
- 10.7 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.8 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.9 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.10 除投资者订立的保密协议（如有）外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.11 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。

- (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。
- 10.12 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.13 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.14 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
- (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.15 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 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.17 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.18 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：

(a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或 (iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文书代收人

14.1 投资者不可撤销地委任香港湾仔港湾道 18 号中环广场 54 楼 5401 室的前海国际基金管理有限公司为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。

14.2 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

15.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

前海国际基金管理有限公司

A handwritten signature in black ink, appearing to be '刘宇' (Liu Yu), written over a horizontal line.

姓名：刘宇

职衔：董事

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

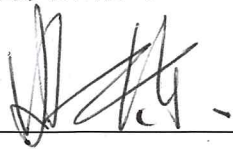
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 10,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	香港
公司注册证书编号:	3160911
商业登记号码:	74126274
法人机构识别编码	NIL
营业地址、电话号码及联系人	香港湾仔港湾道 18 号中环广场 54 楼 5401 室、电话号码: 37429979、联系人: 刘宇
主要活动:	基金管理人
最终控股股东:	第一前海国际有限公司
最终控股股东的注册成立地点:	香港
最终控股股东的商业登记号码及法人机构识别编码:	64739457
最终控股股东的主要活动:	投资
股东及持有的权益:	第一前海金融控股有限公司 100% 前海国际基金管理有限公司 (「前海国际」), 香港注册 成立, 位于香港中环皇后大道 中 99 号 54 楼 5401 室。主营活 动为基金管理人。最终控股股 东为第一前海国际有限公司。
待插入招股章程的投资者描述:	First Seafront Fund Series SPC, on behalf of First Seafront Capital Ascent Fund SP and First Seafront Capital Ascent II Fund SP, is a fund established in the Cayman Islands. First Seafront Fund Series SPC is a Segregated Portfolio Company incorporated in the

Cayman Islands with limited liabilities and is an Independent Third Party, and First Seafront Capital Ascent Fund SP and First Seafront Capital Ascent II Fund SP are both segregated portfolios of First Seafront Fund Series SPC. First Seafront Fund Series SPC is controlled by First Seafront Asset Management Limited as the investment manager on a discretionary basis.

First Seafront Asset Management Limited is a company incorporated in Hong Kong with limited liability on June 9, 2022, and is licensed by the SFC in Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) activities since September 2023. It conducts dealing in securities, investment advisory, and asset management activities in Hong Kong in compliance with regulatory requirements. First Seafront Asset Management Limited is ultimately owned by First Seafront Holding Limited, and no ultimate beneficial owner holds 30% or more interest in First Seafront Asset Management Limited. No single investor holds 30% or more interest in First Seafront Fund Series SPC, and no ultimate beneficial owner holds 30% or more interest in First Seafront Fund Series SPC.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露）

非香港证监会认可基金

CORNERSTONE INVESTMENT AGREEMENT

September 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

GAOTENG GLOBAL ASSET MANAGEMENT LIMITED

on behalf of

GAOTENG ALL WEATHER FUND SPC – GAOTENG SP 6

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **GAOTENG GLOBAL ASSET MANAGEMENT LIMITED**, on behalf of GAOTENG ALL WEATHER FUND SPC – GAOTENG SP 6, a company incorporated in Hong Kong whose registered office is at Unit 2105-07, 21/F Man Yee Building, 68 Des Voeux Road Central, Central, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“AFRC” means The Accounting and Financial Reporting Council of Hong Kong;

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“Approvals” has the meaning given to it in clause 6.2(g);

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly;

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“business day” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, 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);

“**Group**” means the Company and its subsidiaries;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“**International Offering**” has the meaning given to it in Recital (A);

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“proprietary investment basis” means such investment as made by the Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or

desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice

(including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into by the Investor (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or

appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;

- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the

matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set

forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	GaoTeng Global Asset Management Limited, Unit 2105- 07, 21/F Man Yee Building, 68 Des Voeux Road Central, Central, Hong Kong
Email:	adaliu@gaotengasset.com
Attention:	Ada Liu

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, 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.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor (if any), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or

Joint Sponsor(s) 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 subclause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

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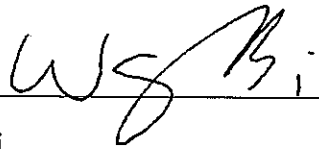
Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

GAOTENG GLOBAL ASSET MANAGEMENT LIMITED

ON BEHALF OF GAOTENG ALL WEATHER FUND SPC – GAOTENG SP 6



Name: Wayne Bi

Title: CEO

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'KQ', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

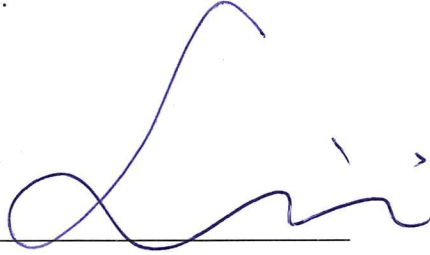
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', is written above a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Cayman Islands
Certificate of incorporation number:	CB-417173
Business registration number:	417173
LEI number:	2549009VMWSIHBBUJ161
Business address and telephone number and contact person	Floor 4, Willow House, Cricket Square, Grand Cayman KY1-9010 , Cayman Islands Contact person: Ada Liu Email: adaliu@gaotengasset.com
Principal activities:	Investment
Ultimate controlling shareholder:	GaoTeng Global Asset Management Limited
Place of incorporation of ultimate controlling shareholder:	Hong Kong
Business registration number and LEI number of ultimate controlling shareholder:	BR: 64247157/ LEI: 549300VXSKEXPDP1ME62
Principal activities of ultimate controlling shareholder:	Asset Management
Shareholder and interests held:	Fund Unit Holders
Description of the Investor for insertion in the Prospectus:	GaoTeng SP6 is a segregated portfolio of GaoTeng All Weather Fund SPC, which is an open-ended segregated portfolio company incorporated with limited liability in the Cayman Islands.

GaoTeng Global Asset Management Limited (“**GaoTeng Global AM**”) acts as the investment manager of GaoTeng SP6 to manage and invest the assets of GaoTeng SP6, on a discretionary basis, subject to the control and review of the directors of GaoTeng All Weather Fund SPC. GaoTeng Global AM is a Hong Kong-based asset management company, which is held as to more than 40% by each of

	Hillhouse Capital Group and Tencent Holdings Limited (HKSE: 0700). As of the Latest Practicable Date, none of the limited partners holds 30% or more partnership interests in GaoTeng SP6. GaoTeng Global AM is licensed by the Securities and Futures Commission of Hong Kong for Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities. GaoTeng Global AM is also registered with China Securities Regulatory Commission as Qualified Foreign Institutional Investor (QFII/RQFII) and is qualified by Asset Management Association of China as a registered Hong Kong stock investment advisory institution.
Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees)	cornerstone investor N/A

CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

GIGADEVICE SEMICONDUCTOR (HK) LIMITED

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **GIGADEVICE SEMICONDUCTOR (HK) LIMITED**, a company incorporated in Hong Kong whose registered office is at MBJ2825, RM 1007 10/F, HO KING CENTRE, NO. 2-16 FA YUEN STREET, MONG KOK, KOWLOON, HONG KONG (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“**affiliate**” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term “**control**” (including the terms “**controlling**”, “**controlled by**” and “**under common control with**”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“**AFRC**” means The Accounting and Financial Reporting Council of Hong Kong;

“**Aggregate Investment Amount**” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“**Approvals**” has the meaning given to it in clause 6.2(g);

“**associate/close associate**” shall have the meaning ascribed to such term in the Listing Rules and “**associates/close associates**” shall be construed accordingly;

“**Brokerage**” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“**business day**” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“**CCASS**” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“**Closing**” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“**CMI(s)**” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“**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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in

each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and “**disposal**” shall be construed accordingly;

“**FINI**” shall have the meaning ascribed to such term in the Listing Rules;

“**Global Offering**” has the meaning given to it in Recital (A);

“**Governmental Authority**” means any governmental, 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);

“**Group**” means the Company and its subsidiaries;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“**HK\$**” or “**Hong Kong dollar**” means the lawful currency of Hong Kong;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Public Offering**” has the meaning given to it in Recital (A);

“**HKSCC**” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“**Indemnified Parties**” has the meaning given to it in clause 6.5, and “**Indemnified Party**” shall mean any one of them, as the context shall require;

“**International Offering**” has the meaning given to it in Recital (A);

“**International Offering Circular**” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“**Investor-related Information**” has the meaning given to it in clause 6.2(i);

“**Investor Shares**” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“**Laws**” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“proprietary investment basis” means such investment as made by the Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.

- 5.5 The Investor and its affiliates, associates, directors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:
- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
 - (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
 - (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, the paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;
- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and

completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the

Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

- (v) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting,

legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (y) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (z) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (aa) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (bb) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (cc) the Company and the Overall Coordinators 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;
- (dd) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMIs on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date;

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;
- (h) the execution and delivery of this Agreement by the Investor, and the performance by the Investor of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the

memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;
- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;

- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under

the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;

- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or

Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith, provided that the Investor shall have no obligation to indemnify any Indemnified Party for any losses, costs, expenses, claims, actions, liabilities, proceedings or damages that are finally judicially determined by a court or arbitral tribunal of competent jurisdiction to have primarily arisen out of or attributable to the fraud, wilful misconduct, or gross negligence of such Indemnified Party.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third- party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations

under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	36/F, Building 10B, Shenzhen Bay Eco-Technology Park, No.10, 9th High-tech Southern Avenue, Nanshan District, Shenzhen, Guangdong Province, PRC
Email:	jiayi.bai@gigadevice.com
Attention:	Jiayi Bai

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile, by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered and if sent by facsimile, on receipt of confirmation of transmission, and if sent by email, when transmitted provided no non-delivery message is received, and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investors pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.

- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or

Joint Sponsor(s) 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 subclause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. 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 such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1. In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2. In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3. For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

- 14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

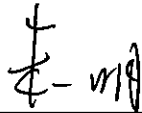
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

GIGADEVICE SEMICONDUCTOR (HK) LIMITED

A handwritten signature in black ink, appearing to be 'Zhu Yiming', is written above a horizontal line.

Name: ZHU YIMING

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

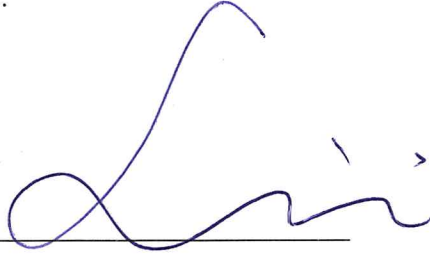
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', is written above a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) the Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	1261946
Business registration number:	39637527
LEI number:	N/A
Business address and telephone number and contact person	MBJ2825,RM 1007 10/F,HO KING CENTRE ; NO. 2-16 FA YUEN STREET,MONG KOK, KOWLOON,HONG KONG Jiayi Bai +86 18996979101
Principal activities:	Integrated Circuit Outsourced Manufacturing and Sales
Ultimate controlling shareholder:	GigaDevice Semiconductor Inc.
Place of incorporation of ultimate controlling shareholder:	Haidian District, Beijing, PRC
Business registration number and LEI number of ultimate controlling shareholder:	91110108773369432Y
Principal activities of ultimate controlling shareholder:	R&D, production and sales of microelectronics, computer software and hardware, storage chips, micro-controllers (MCU), sensors and other products; technology transfer, technical services, import and export of goods
Shareholder and interests held:	Mr. Zhu Yiming holds 4.94% of the total share capital, and his concerted action party InfoGrid Limited holds 1.86%, aggregating to 6.80% of the total share capital of GigaDevice Semiconductor Inc. (as disclosed in the Company's announcement dated 17 August 2026)
Description of the Investor for insertion in the Prospectus:	GigaDevice Semiconductor (HK) Limited (" GigaDevice HK ") is a company incorporated in Hong Kong with limited liability which is a wholly-owned subsidiary of GigaDevice Semiconductor Inc.

(“**GigaDevice**”), a joint stock company incorporated in the PRC, the shares of which are listed on the Shanghai Stock Exchange (stock code: 603986.SH) and the Stock Exchange (stock code: 3986.HK). Founded in 2005 and headquartered in Beijing, GigaDevice is a leading fabless integrated circuit design company. It develops chips, systems and solutions, including corresponding algorithms and software, used in the consumer electronics, automotive, industrials, computing and network communications sectors. GigaDevice is principally engaged in the design, research and development, and sales of specialized memory chips, microcontrollers, sensor chips, analog chips, and a complete set of systems and solutions.

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to placees	cornerstone investor
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CORNERSTONE INVESTMENT AGREEMENT

SEPTEMBER 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

AMLOGIC CO., LIMITED

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026.

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **AMLOGIC CO., LIMITED**, a company incorporated in Hong Kong whose registered office is at Flat 1908, Block 2, Kodak House, 39 Healthy Street East, North Point, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“AFRC” means The Accounting and Financial Reporting Council of Hong Kong;

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“Approvals” has the meaning given to it in clause 6.2(g);

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly;

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“business day” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly;

“FINI” shall have the meaning ascribed to such term in the Listing Rules;

“Global Offering” has the meaning given to it in Recital (A);

“Governmental Authority” means any governmental, 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);

“Group” means the Company and its subsidiaries;

“Guide” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“HK\$” or **“Hong Kong dollar”** means the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

“HKSCC” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“Indemnified Parties” has the meaning given to it in clause 6.5, and **“Indemnified Party”** shall mean any one of them, as the context shall require;

“International Offering” has the meaning given to it in Recital (A);

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“Investor-related Information” has the meaning given to it in clause 6.2(i);

“Investor Shares” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“proprietary investment basis” means such investment as made by the Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (if applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (if applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (if applicable), officers, employees, advisors, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or

desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (if applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice

(including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into by the Investor (if any); and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or

appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use its own funds to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;

- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares; and
- (cc) none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the

matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (if applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investor or its affiliates, directors, supervisors (if applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set

forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor (if any), none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other arrangement involving the Company, the Overall Coordinators, the Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	Building E5, Xiupu Road No. 2555, Pudong New District, Shanghai, China
Email:	Tracy.tian@amlogic.com
Attention:	Tracy Tian

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, 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.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third

parties which are or may be required for the purposes of or in connection with this Agreement.

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor (if any), this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to

which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

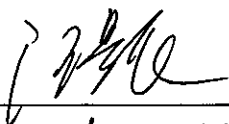
A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

AMLOGIC CO., LIMITED



Name: Xingchen Wang
Title: Board Secretary

for and on behalf of:

Citigroup Global Markets Asia Limited

By:



Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

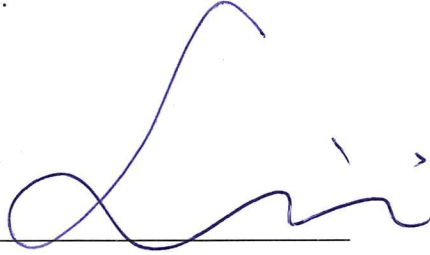
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', is written above a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	2289482
Business registration number:	65280718-000-09-25-2
LEI number:	NA
Business address and telephone number and contact person	Flat 1908, Block 2, Kodak House, 39 Healthy Street East, North Point, Hong Kong Tracy Tian, +86-21-50803377
Principal activities:	Investment, trading and logistics
Ultimate controlling shareholder:	Amlogic Shanghai Co., Ltd
Place of incorporation of ultimate controlling shareholder:	Shanghai, China
Business registration number and LEI number of ultimate controlling shareholder:	913100007518999777
Principal activities of ultimate controlling shareholder:	system-level semiconductor design
Shareholder and interests held:	100%
Description of the Investor for insertion in the Prospectus:	Amlogic Co., Limited (晶晨香港有限公司) (“ Amlogic Hong Kong ”) was incorporated in Hong Kong in September 2015, and is a wholly-owned subsidiary of Amlogic (Shanghai) Co., Ltd. (晶晨半導體(上海)股份有限公司) (a company listed on the Shanghai Stock Exchange STAR Market (stock code: 688099.SH) since August 2019) (“ Amlogic Inc. ”). Amlogic Inc. is a system-level semiconductor design company that is committed to empowering smart devices worldwide to progress from basic connectivity to intelligent and seamless interconnection.

Relevant investor category(ies) (as required to be included on the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface in relation to placees)	cornerstone investor; supplier of the Company
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基石投资协议

2026年9月10日

纳真科技公司

及

Atlas Venture Limited

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. **纳真科技公司**（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「本公司」）；
2. **Atlas Venture Limited**（一家在英属维京群岛注册成立的公司，注册办事处位于 Trinity Chambers, PO Box 4301, Road Town, Tortola, British Virgin Islands, 下文简称「投资者」）；
3. **花旗环球金融亚洲有限公司**（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「花旗」）；
4. **中信證券（香港）有限公司**（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信證券」，与花旗合称及各自为“联席保荐人”）；及
5. **中信里昂證券有限公司**（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「中信里昂」，与花旗合称及各自为“整体协调人”）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「全球发售」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份（可予重新分配）以供公众认购（下文简称「香港公开发售」）；及
 - (ii) 本公司根据证券法项下 S 规例（定义见下文）在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合格机构买家（「合格机构买家」）有条件地配售 154,813,200 股普通股股份（可予重新分配及视乎超额配股权行使与否而定）（包括向香港的专业及机构投资者配售）（下文简称「国际发售」）。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「受弥偿方」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关信息」具有第 6.2(i)条赋予的含义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的普通股股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指普通股股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征税）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**144 规则**」指《证券法》第 144 条规则；

「**144A 规则**」指《证券法》第 144A 条规则；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「美国人」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对**法例、法例条文、法规或规则**的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「**其中包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免)及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及
- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、

3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免)，投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对其违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公

司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条规定的最低自由流通量规定；及/或(d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知,告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。

- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

- 5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。
- 5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：
- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；
- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合资格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其各自紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资者同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得且应促使其各自的控股股东、联属人士、联系人及彼

等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

- 5.5 投资者及其各自联属人士、联系人、董事、监事 (如适用)、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论直接或间接）与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则（包括上市规则附录 F1（权益证券配售指引）、指南第 4.15 章或香港监管机构发布的任何书面指引）的安排或协议（包括任何单边保证函）。投资者进一步确认及承诺概无其及其联属人士、董事、监事 (如适用)、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

- 6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
- (d) 发售价将仅由本公司与整体协调人（为其/彼等自身及代表全球发售的其他包销商）根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士（以国际发售的国际包销商的国际代表的身份行事）认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港

公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；

- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；
- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 若投资者根据《证券法》第 144A 条认购投资者股份，投资者股份将构成于《证券法》下第 144 条所指的「受限证券」；
- (m) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (n) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (o) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者

应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；

- (p) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔（就本公司及其联属人士、董事、高级职员、雇员、顾问和代表而言，该放弃不适用于因任何该等人士的欺诈、故意不当行为或重大过失而产生的索赔）；
- (q) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：
 - (I) 不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；
 - (ii) 应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及
 - (iii) 不得并应确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (r) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其各自的代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其各自的代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
 - (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其各自的代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其各自的代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
 - (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者及/或其各自的代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及

- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其各自的代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (s) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；
- (t) 投资者或其联属人士或代表其行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c)条）；
- (u) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其各自的代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (v) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事(如适用)、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (w) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、

前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；

- (x) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；
- (y) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (z) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (aa) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (bb) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (cc) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其各自的附属公司承担任何责任；
- (dd) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；

- (ee) 除本协议和投资者、公司、整体协调人和联席保荐人之间订立的保密协议外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；及
- (ff) 投资者已同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「批准」）已经获得且具有完全的效力且未有无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、其履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者

股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；

- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其各自的投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其各自的实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关信息**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；
- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii)能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；

- (o) 投资者及其各自的投资者的实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v)不属于上市规则附录F1（权益证券配售指引）第1C段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；
- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或其各自的联系人均非本公司或其联系人的董事（包括本协议签署日前12个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过FINI向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在FINI上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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承配人名单模板所列或FINI

界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(b)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指明的任何承配人类别；

- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；
- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关联；
- (z) 投资者及其各自的联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；及
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份（根据本协议的投资者股份除外）。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相关信息属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协

调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者共同及各别同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、员工、联系人、合伙人、代理、顾问及代表）（下文统称「受弥偿方」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其/彼等各自的高级职员、董事、监事（如适用）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据其成立地法律注册成立并有效存续；

- (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；
 - (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者、或其联属人士、董事、监事 (如适用)、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
 - (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。
- 6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

- 7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，各投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

- 8.1. 除本协议及投资者订立的保密协议另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

- 8.2. 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

- 8.3. 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

- 8.4. 投资者承诺，将及时就第 8.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公

司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

- 9.1. 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第9.2条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：	中国山东省青岛市崂山区香港东路 88 号海信国际中心 A 座 26 楼
电邮：	ir@ligent.com
收件人：	投资者关系团队

若发送至投资者，则发送至：

地址：	中国上海市闵行区虹梅路 3081 号虹桥基金小镇 39 号
电邮：	hao.liu@dtcap.com
传真：	(021) - 5383 5998
收件人：	刘昊

若发送至花旗，则发送至：

地址：	香港中环花园道 3 号冠君大厦 50 楼
电邮：	projectlegend.ap.wg@citi.com
收件人：	ECM

若发送至中信證券则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	project_legend2025@citics.com
收件人：	Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：	香港金钟道 88 号太古广场一期 18 楼
电邮：	projectlegend2025@clsa.com
收件人：	Project Legend 2025 Deal Team

- 9.2. 根据本协议交付的任何通知应由专人交付或通过传真或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1. 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。
- 10.2. 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3. 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4. 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5. 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6. 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7. 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8. 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。

- 10.9. 除投资者订立的保密协议外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10. 在本第 10.10 条另有规定的范围内，并非本协议一方的人士无权根据合约(第三者权利)条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约(第三者权利)条例以外的任何权利或救济：
- a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.10(a)分条所述人士同意。
- 10.11. 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12. 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13. 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；
或
 - b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14. 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。
- 10.15. 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

联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。

- 10.16. 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.17. 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1. 本协议及各方之间的关系受香港法律管辖并按其解释。
- 11.2. 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1. 倘在任何司法权区的任何程序（包括仲裁程序）中，投资者人享有（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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：
- (a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；
- (b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或 (iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；
- (c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和
- (d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 法律文件代收人

- 14.1. 投资者不可撤销地委任邵俊 (Roman Jun Shaw)（地址为香港金钟金钟道 89 号力宝中心二座四楼 417 室）为其及代其接收香港程序的法律文书。在法律文书交付该法律文书代收人后，法律文书视为送达（不论其是否转发至及经投资者接收）。
- 14.2. 若该法律文书代收人因任何原因无法再担任法律文书代收人或不再在香港设有地址，投资者不可撤销地同意委任本公司、整体协调人及联席保荐人接受的替代法律文书代收人，并在 30 天内向本公司、整体协调人及联席保荐人交付关于新法律文书代收人接受委任的文件副本。

15 副本

- 15.1. 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

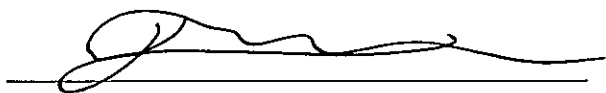
A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), is written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

Atlas Venture Limited

A handwritten signature in black ink, appearing to be '邵俊' (Shao Jun), written over a horizontal line.

姓名：邵俊

职衔：授权代表

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

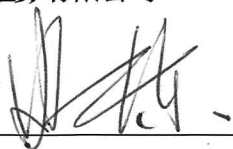
A handwritten signature in black ink, appearing to be 'Li Li', is written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1) 10,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	英属维尔京群岛 (British Virgin Islands)
公司注册证书编号:	CFF1739B10
商业登记号码:	1984724 (BVI Company Number)
法人机构识别编码	不适用
营业地址、电话号码及联系人	营业地址: 中国上海市闵行区虹梅路 3081 号虹桥基金小镇 39 号 电话: (021) - 5383 5999 联系人: 刘昊 邮箱: hao.liu@dtcap.com
主要活动:	作为特殊目的公司进行投资
最终控股股东:	邵俊 (Shaw, Roman Jun), 通过 DT Capital Management Company Limited (普通合伙人) 控制 DT Ligent Limited Partnership, 间接控制 Atlas Venture Limited
最终控股股东的注册成立地点:	邵俊, 中国香港
最终控股股东的商业登记号码及法人机构识别编码:	不适用
最终控股股东的主要活动:	不适用
股东及持有的权益:	DT Ligent Limited Partnership, 持有 Atlas Venture Limited 100% 股权。DT Ligent Limited Partnership 的普通合伙人为 DT Capital Management Company Limited (BVI 公司编号: 1001993)
待插入招股章程的投资者描述:	Atlas Venture Limited is a limited liability company incorporated in the BVI. It is a special purpose vehicle wholly owned by DT Ligent Limited Partnership, a limited

partnership established in the BVI. DT Ligent Limited Partnership is managed by its general partner, DT Capital Management Company Limited (“**DT Capital**”). There is no limited partner holding 30% or more interests in DT Ligent Limited Partnership. The ultimate beneficial owners of DT Capital are Mr. Shaw Roman Jun (邵俊) and Mr. Tian Lixin (田立新). DT Capital focuses on investments in advanced technologies and the AI industry value chain.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售名额进行披露

基石投资者

CORNERSTONE INVESTMENT AGREEMENT

September 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

ALPHAHILL CAPITAL LIMITED

**FOR ITSELF AND ON BEHALF OF ALPHAHILL FUTURE FUND, MANIFOLD
MASTER FUND AND YORK HOUSE INVESTMENT I LIMITED**

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office is in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **ALPHAHILL CAPITAL LIMITED**, for itself and on behalf of Alphahill Future Fund, Manifold Master Fund and York House Investment I Limited, a company incorporated in Hong Kong whose registered office is at 66/F, The Center, 99 Queen’s Road Central, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“AFRC” means The Accounting and Financial Reporting Council of Hong Kong;

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“Approvals” has the meaning given to it in clause 6.2(g);

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly;

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“business day” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly;

“FINI” shall have the meaning ascribed to such term in the Listing Rules;

“Global Offering” has the meaning given to it in Recital (A);

“Governmental Authority” means any governmental, 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);

“Group” means the Company and its subsidiaries;

“Guide” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“HK\$” or **“Hong Kong dollar”** means the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

“HKSCC” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“Indemnified Parties” has the meaning given to it in clause 6.5, and **“Indemnified Party”** shall mean any one of them, as the context shall require;

“International Offering” has the meaning given to it in Recital (A);

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“Investor-related Information” has the meaning given to it in clause 6.2(i);

“Investor Shares” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“proprietary investment basis” means such investment as made by the Investor for its own account and investment purpose but not acting as an agent on behalf of any third parties, whether or not such investment is made for the benefits of any shareholders or fund investors of such Investor;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;
- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
- (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.

- 2.2 The Investor may elect by notice in writing served to the Company, the Overall Coordinators and the Joint Sponsors not later than three (3) business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor and is (A) a QIB or (B)(i) not a U.S. Person; (ii) located outside the United States; and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S, provided that:
- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Overall Coordinators and the Joint Sponsors written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, confirmations and acknowledgements given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and
 - (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Overall Coordinators and the Joint Sponsors the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, confirmations, acknowledgements and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

The obligations of the Investor under this clause 2.2 constitute direct, primary and unconditional obligations to pay on demand to the Company, the Overall Coordinators and/or the Joint Sponsors any sum which such wholly-owned subsidiary is liable to pay under this Agreement and to perform promptly on demand any obligation of such wholly-owned subsidiary under this Agreement without requiring the Company, the Overall Coordinators and/or the Joint Sponsors first to take steps against such wholly-owned subsidiary or any other person. Except where the context otherwise requires, the term Investor shall be construed in this Agreement to include such wholly-owned subsidiary.

- 2.3 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be

waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
- (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
- (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 Regardless of the time and manner of the delivery of the Investor Shares, the Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies no later than one (1) business day prior to the Listing Date in Hong Kong dollar by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 4.4 Delivery of the Investor Shares may also be made in any other manner which the Company, the Overall Coordinators, the Joint Sponsors and the Investor may agree in writing, provided that, delivery of the Investor Shares shall not be later than five (5) business days following the last day on which the Over-allotment Option may be exercised.
- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Overall Coordinators and the Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.6 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares (or any part thereof) are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 notify the Company, the Joint Sponsors and the Overall Coordinators in writing prior to the proposed disposal and will take all reasonable steps to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:
- (a) no less than five (5) business days’ prior written notice of such transfer is provided to the Company, the Joint Sponsors and the Overall Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors and the Overall Coordinators may require;
 - (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor’s obligations under this Agreement, including the obligations and restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;
 - (c) such wholly-owned subsidiary shall be deemed to have given the same agreements, representations, warranties, undertakings, confirmations and acknowledgements as provided in clause 6;
 - (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favor of the Company, the Overall Coordinators and the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and
- (f) such wholly-owned subsidiary is (A) a QIB or (B)(i) not and will not be a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) is and will be located outside the United States; and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S.

5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of "substantial shareholder") of the Company's entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.

5.4 The Investor agrees that the Investor's holding of the Company's share capital is on a proprietary investment basis, and to, upon reasonable request by the Company, the Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a proprietary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, unless obtain relevant waiver pursuant to the applicable Listing Rules and guidance from the Stock Exchange.

- 5.5 The Investor and its affiliates, associates, directors, supervisors (where applicable), officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities)) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, supervisors (where applicable), officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, represents, warrants, undertakes, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;
- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;
- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;

- (m) it understands and agrees that transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) it understands that none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) except as provided for under clause 5.2, 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;
- (p) the Investor irrevocably waives to the fullest extent permitted by applicable Laws, any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering;
- (q) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, supervisors (where applicable), officers, employees, advisors, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(q)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (r) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (s) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (t) neither the Investor nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;
- (u) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or

desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;

- (v) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, supervisors (where applicable), officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (w) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (x) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;
- (y) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice

(including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMI's or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;

- (z) it understands that no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMI's, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (aa) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (cc) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (dd) the Company and the Overall Coordinators 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;
- (ee) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors; and

- (ff) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made no later than one (1) business day prior to the Listing Date.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligations under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares (including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or

appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMIs or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) (i) if subscribing for the Investor Shares in the United States, it is either a QIB; or (ii) if subscribing for the Investor Shares outside the United States, it is doing so in an “offshore transaction” within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor will use its own funds/ the funds under its own management to subscribe for the Investor Shares, and it has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;
- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the Chapter 4.15 of the Guide;

- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares; and
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its/their compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group

of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMIs 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMIs and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or the wholly-owned subsidiary of the Investor where any Relevant Shares are to be held by such wholly-owned subsidiary, or its officers, directors, supervisors (where applicable), employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.
- 6.7 The Company represents, warrants and undertakes that:
- (a) it has been duly incorporated and is validly existing under the laws of its place of incorporation;

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to payment and the Lock-up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third-party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investor or its affiliates, directors, supervisors (where applicable), officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.5 or 4.6;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor or the wholly-owned subsidiary of the Investor (in the case of transfer of Investor Shares pursuant to clause 2.2 above) (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or
- (c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 11 set forth below) shall cease and no Party shall have any claim against

any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

- 7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

- 8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the

relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	66/F The Center, 99 Queen's Road Central, Central, Hong Kong
Email:	sjiang@alphahillcapital.com ; bkwok@alphahillcapital.com
Attention:	Mr Siliang Jiang / Ms Bonnie Kwok

If to Citi, to:

Address:	50/F, Champion Tower, Three Garden Road, Central, Hong Kong
Email:	projectlegend.ap.wg@citi.com
Attention:	ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, 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.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.
- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third

parties which are or may be required for the purposes of or in connection with this Agreement.

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
 - (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).
- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of their relevant rights, duties, powers and discretions in such manner and on such terms as they think fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to

which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.

- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

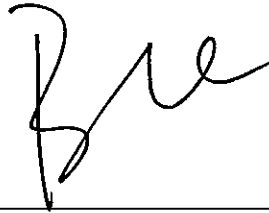
Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

ALPHAHILL CAPITAL LIMITED

**FOR ITSELF AND ON BEHALF OF ALPHAHILL FUTURE FUND, MANIFOLD
MASTER FUND AND YORK HOUSE INVESTMENT I LIMITED**

A handwritten signature in black ink, appearing to read 'Bonnie Kwok', is written above a horizontal line.

Name: Bonnie Kwok

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:



Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

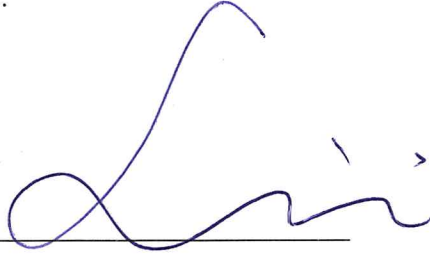
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', is written above a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) the Hong Kong dollar equivalent of US dollar 10,000,000 (calculated using the closing 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed "Structure of the Global Offering - The Hong Kong Public Offering - Reallocation" in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	3019357
Business registration number:	72693398-000
LEI number:	2549006PE12RYM9XGJ13
Business address and telephone number and contact person	66/F, The Center, 99 Queen's Road Central, Central, Hong Kong. (852) 3954 9668 - Mr Siliang Jiang/ Ms Bonnie Kwok
Principal activities:	Asset Management
Ultimate controlling shareholder:	N/A
Place of incorporation of ultimate controlling shareholder:	N/A
Business registration number and LEI number of ultimate controlling shareholder:	N/A
Principal activities of ultimate controlling shareholder:	N/A
Shareholder and interests held:	Alphahill Capital (Cayman) Limited: 100%
Description of the Investor for insertion in the Prospectus:	Alphahill Capital Limited (“ Alphahill Capital ”), on a discretionary basis, acting for and on behalf of Alphahill Future Fund, Manifold Master Fund and York House Investment I Limited in the capacity as the investment manager, is a licensed corporation incorporated in Hong Kong and ultimately controlled by Mr. Jiang Siliang (姜思亮), an Independent Third Party. It is regulated by the SFC and holds licences for Type 4 (Advising on Securities) and Type 9 (Asset Management) regulated activities. The principal business of Alphahill Capital is asset management. Alphahill Capital has sole discretion over the investment decision in the investment funds. Alphahill Future Fund has a total of 15

investors, and is held approximately 32% by Maverick Asia Limited (“**Maverick**”). The ultimate beneficial owner of Maverick is Ms. Wang Xinting (王欣婷), an Independent Third Party, who holds 50% interest of Maverick and no other person holds 30% or more interest of Maverick. None of the beneficial owners in Manifold Master Fund holds 30% or more interest. York House Investment I Limited is wholly owned by Mr. Leung Chi Kit (梁志傑). Save for Mr. Leung Chi Kit, no other person holds 30% or more interest of York House Investment I Limited.

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to placees

Cornerstone investor

基石投资协议

2026年9月10日

纳真科技公司

及

ODI TRUST LIMITED

及

花旗环球金融亚洲有限公司

及

中信證券（香港）有限公司

及

中信里昂證券有限公司

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本协议（下文简称「本协议」）乃于 2026 年 9 月 10 日订立，

订约方：

1. **纳真科技公司**（一家于 2009 年 2 月 20 日在英属维京群岛注册成立、并于 2025 年 5 月 27 日在开曼群岛通过存续注册的有限公司，下文简称「**本公司**」）；
2. **ODI TRUST LIMITED**（一家在香港注册成立的公司，注册办事处位于香港九龙湾宏照道 39 号企业广场 3 期 4101 室，下文简称「**投资者**」）；
3. **花旗环球金融亚洲有限公司**（地址：香港中环花园道 3 号冠君大厦 50 楼，下文简称「**花旗**」）；
4. **中信證券（香港）有限公司**（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「**中信證券**」，与花旗合称及各自为「**联席保荐人**」）；及
5. **中信里昂證券有限公司**（地址：香港金钟道 88 号太古广场一期 18 楼，下文简称「**中信里昂**」），与花旗合称及各自为「**整体协调人**」）。

鉴于：

- (A) 本公司已申请通过全球发售方式在联交所（定义见下文）上市其普通股股份（定义见下文）（下文简称「**全球发售**」），包括：
 - (i) 本公司在香港公开发售其 17,201,500 股普通股股份（可予重新分配）以供公众认购（下文简称「**香港公开发售**」）；及
 - (ii) 本公司根据证券法项下 S 规例（定义见下文）在美国境外向投资者（包括向香港的专业和机构投资者配售）和根据《证券法》第 144A 条或其他可用注册豁免向合资格机构买家（「**合资格机构买家**」）有条件地配售 154,813,200 股普通股股份（可予重新分配及视乎超额配股权行使与否而定）（包括向香港的专业及机构投资者配售）（下文简称「**国际发售**」）。
- (B) 花旗及中信證券担任全球发售的联席保荐人。花旗及中信里昂担任全球发售的保荐人兼整体协调人、整体协调人及联席全球协调人。
- (C) 投资者希望根据本协议所载条款及条件认购投资者股份（定义见下文），作为国际发售的一部分。

各方兹达成以下协议：

1. 定义和解释

- 1.1 在本协议中（包括其附表和序文），除文义另有所指外，以下词汇和表达应具有以下含义：

「**联属人士**」指，就任何特定个人或实体而言，直接或间接或通过一个或多个中介控制、受控于该个人或实体或与该个人或实体共同受控的任何个人或实体，除非文意另有所指。就本定义而言，术语「**控制**」（包括术语「**控制**」、「**受控于**」及「**共同受控**」）指直接或间接拥有指挥或促使指挥特定人士的管理或政策的权力（不论通过拥有投票权证券、合约或其他方式）；

「**会财局**」指香港会计及财务汇报局；

「**总投资额**」指发售价乘以投资者股份数量所得的金额；

「**批准**」具有第 6.2(g)条赋予的含义；

「**联系人/紧密联系人**」应具有上市规则赋予的含义，「**联系人/紧密联系人**」应作相应解释；

「**经纪费**」指根据费用规则第 7(1)段（定义见上市规则）规定按投资总额 1%计算的经纪费；

「**营业日**」指香港持牌银行通常向公众开放办理银行业务及联交所通常向公众开放办理证券交易业务的任何日子（周六和周日及香港公众假期除外）；

「**中央结算系统**」指香港中央结算有限公司建立及管理之香港中央结算及交收系统；

「**完成**」指根据本协议的条款及条件进行的投资者股份认购完成；

「**资本市场中介**」指《行为守则》中定义的资本市场中介机构，用于在股权资本市场交易中进行簿记和配售活动；

「**行为守则**」指经不时修订、补充或以其他方式修改的证券及期货事务监察委员会许可或注册人士行为守则；

「**公司条例**」指公司条例（香港法例第 622 章），经不时修订、补充或另行修改；

「**公司(清盘及杂项条文)条例**」指公司(清盘及杂项条文)条例（香港法例第 32 章），经不时修订、补充或另行修改；

「**关连人士/核心关连人士**」应具有上市规则赋予的含义；

「**关联关系**」应具有中国证监会备案办法赋予该词的含义；

「**合约(第三者权利)条例**」指合约(第三者权利)条例（香港法例第 623 章），经不时修订、补充或另行修改；

「**控股股东**」应具有上市规则赋予的含义，除非文意另有所指；

「**中国证监会**」指中国证券监督管理委员会，负责监管中国全国证券市场的监管机构；

「**中国证监会备案办法**」指中国证监会发布的不时修订、补充或以其他方式修改的《境内企业境外发行证券并上市管理试行办法》及配套指引；

「**处置**」包括，就任何相关股份而言，直接或间接：

- (i) 发售、质押、抵押、出售、按揭、出借、创设、转让、出让或另行处置（包括通过创设或订立协议创设购买相关股份的期权、合约、认购权或权利或出售或授出或同意出售或授出购买相关股份的期权、合约、认购权或权利或购买或同意购买任何期权、合约、认购权或出售相关股份的权利或者设立任何权利负担或同意设立任何权利负担）该等相关股份（不论直接或间接，有条件或无条件），或对相关股份或可转换或兑换为相关股份的任何其他证券的任何法定或实益权益或代表接收该等相关股份或股份中任何权益的权利设立任何性质的第三方权利，或订立采取该等行动的合约（不论直接或间接，亦不论是否附带条件）；或
- (ii) 订立任何可向其他人转让（不论全部或部分）该等相关股份或该等相关股份的任何实益拥有权或该等相关股份的任何权益或其他证券的经济后果或拥有权的掉期或其他安排；或
- (iii) 订立与上文第(i)及(ii)项所述任何交易具有相同经济效应的任何其他交易；或
- (iv) 同意或签约订立上文第(i)、(ii)及(iii)项所述任何交易或公布或披露订立前述任何交易的意图，在每种情况下，不论上文第(i)、(ii)及(iii)项所述任何交易是否通过交割相关股份或可转换或兑换为相关股份的其他任何证券、以现金或其他方式结算；「处置」应作相应解释；

「**FINI**」具有上市规则赋予的含义；

「**全球发售**」具有序文(A)赋予的含义；

「**政府机构**」指任何政府、监管或行政委员会、理事会、实体、机关或机构或任何证券交易所、自律组织或其他非政府监管机构或任何法院、司法机构、法庭或仲裁机构，在每种情况下，不论为国家、中央、联邦、省、州、地区、市或地方级别，国内、国外或超国家（包括但不限于香港联交所、香港证监会和中国证监会）；

「**本集团**」指本公司及其附属公司；

「**指南**」指联交所发布的经联交所不时修订、补充或以其他方式修改的《新上市申请人指南》；

「**港元**」指香港的法定货币；

「香港」指中华人民共和国香港特别行政区；

「香港公开发售」具有序文(A)赋予的含义；

「香港结算」指香港中央结算有限公司，为香港交易及结算所有限公司的全资附属公司；

「受弥偿方」具有第 6.5 条赋予的含义，「受弥偿方」指任何该等受弥偿方（视文意而定）；

「国际发售」具有序文(A)赋予的含义；

「国际发售通函」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的最终发售通函；

「投资者相关资料」具有第 6.2(i)条赋予的含义；

「投资者股份」指将由投资者根据本协议的条款及条件在国际发售中认购的普通股股份，该等股份数目将根据附表 1 计算，由本公司及整体协调人厘定；

「法律」指所有相关司法权区的所有法律、成文法、立法、条例、规范性文件以及任何政府机构（包括但不限于联交所、香港证监会和中国证监会）的规则、法规、指引、指导文件、决定、意见、公告、通知、命令、判决、法令或裁决；

「征税」指香港证监会的 0.0027%交易征税（或于上市日收取的现行交易征税）以及联交所的 0.00565%交易费（或于上市日收取的现行交易征税）以及 0.00015%的会财局交易征费（或上市日时的交易征费），在每种情况下，均按投资总额计算；

「上市日」指普通股股份在联交所主板的初始上市日期；

「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定、指南、指引及其他要求（不时经修订、补充或另行修改）；

「禁售期」具有第 5.1 条赋予的含义；

「发售价」指普通股股份将根据全球发售发售或出售的每股最终港元价格（不包括经纪费及征税）；

「超额配售权」具有国际发售通函赋予的含义；

「各方」指本协议指定的各方，「一方」指任一协议方（依文意而定）；

「中国」指中华人民共和国，仅就本协议而言，不包括香港、澳门特别行政区及台湾省；

「**初步发售通函**」指本公司预期将向潜在投资者（包括投资者）发出的与国际发售有关的初步发售通函（经不时修订或补充）；

「**专业投资者**」具有证券及期货条例附表 1 第 1 部分赋予的含义；

「**自营投资基准**」指投资者为其自身账户及投资目的进行的投资，而非作为任何第三方的代理，无论该投资是否为该投资者的股东或基金投资者的利益而进行；

「**招股章程**」指本公司就香港公开发售在香港发布的最终招股章程；

「**公开文件**」指适用于国际发售的初步发售通函、任何定价增补及国际发售通函、本公司就香港公开发售在香港发布的招股章程以及本公司就全球发售可能发出其他文件及公告（经不时修订或补充）；

「**合格机构买家**」具有叙文(A)所给予的涵义；

「**S 规例**」指证券法项下的 S 规例；

「**监管机构**」具有第 6.2(i)条赋予的含义；

「**相关股份**」指投资者根据本协议认购的投资者股份以及根据任何配股、资本化发行或其他形式的资本重组（不论该等交易是以现金或其他方式结算）衍生自投资者股份的本公司的任何股份或其他证券或权益；

「**证券法**」指美国 1933 年证券法（不时经修订、补充或另行修改），以及根据该法颁布的规章制度；

「**香港证监会**」指香港证券及期货事务监察委员会；

「**证券及期货条例**」指证券及期货条例（香港法例第 571 章），经不时修订、补充或另行修改；

「**普通股**」指本公司普通股本中每股面值 0.02 美元的境外上市外资股份，将于联交所上市及以港元买卖；

「**联交所**」指香港联合交易所有限公司；

「**附属公司**」具有公司条例赋予的含义；

「**美国**」指美利坚合众国、其领土及属地、美国的任何州及哥伦比亚特区；

「**美元**」指美国的法定货币；及

「**美国人**」具有 S 规例的含义。

1.2 在本协议中，除非文意另有要求，否则：

- (a) 对**条款、子条款或附表**的提述应指本协议的条款、子条款或附表；
- (b) 索引、条款及附表标题仅为便利目的而设，并不影响本协议的构成或解释；
- (c) 序文和附表构成本协议不可分割的一部分，具有相同的效力，如同明确载于本协议正文一般，对本协议的提述应包括序文和附表；
- (d) 对单数的提述应包含复数，反之亦然，对单一性别的提述应包括另一性别；
- (e) 对本协议或其他文书的提述应包含其变更或替换版本；
- (f) 对法例、法例条文、法规或规则的提述应包括：
 - (i) 对该等法例、法例条文、法规或规则不时整合、修订、补充、修改、重新颁布或替代版本的提述；
 - (ii) 对该等法例、法例条文、法规或规则重新颁布的先前已作废法例或法例条文（不论有无更改）的提述；及
 - (iii) 对根据该等法例或法例条文制定的任何附属立法的提述；
- (g) 对时间及日期的提述分别指（除非另行规定）香港时间及日期；
- (h) 对「**人士**」的提述包括任何个人、企业、公司、法团、非公司组织或实体、政府、国家、国家机构、合资企业、协会或合伙（不论是否具有独立的法律人格）；
- (i) 对「**包括**」、「**包含**」和「其中**包括**」的提述应分别解释为包括但不限于、包含但不限于及其中包括但不限于；及
- (j) 香港以外的任何司法权区的任何行动、救济、方法或司法程序、法律文件、法律地位、法院、官方或任何法律概念或事项的任何法律术语的提述应视为包含该司法权区中与相关香港法律术语最接近的术语。

2. 投资

2.1 待下文第 3 条所载的条件满足（或经各方豁免，惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以豁免）及在不抵触本协议的其他条款及条件的前提下：

- (a) 作为国际发售的一部分，在上市日投资者将按发售价认购，本公司将按发售价发行、配发及配售且整体协调人将按发售价向或促使向投资者分配及/或交付（视情况而定），通过整体协调人及/或

彼等的联属人士（作为国际发售相关部分的国际包销商的国际代表）执行上述操作；及

- (b) 投资者将根据第 4.2 条就投资者股份支付投资总额及相关经纪费及征税。

2.2 投资者可通过在不晚于上市日前三个营业日的时间书面通知本公司及整体协调人及联席保荐人，通过投资者的身为专业投资者且符合以下条件的全资附属公司认购投资者股份：(A)属合格机构买家或(B)(i)并非美国人；(ii)位于美国境外；及(iii)根据 S 规例在离岸交易中收购获得投资者股份，惟：

- (a) 投资者应促使该全资附属公司于该日期向本公司、整体协调人及联席保荐人提供书面确认，即，其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、确认及承认约束，投资者在本协议中作出的相同协议、声明、保证、承诺、承认及确认应视为由投资者为其本身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人及联席保荐人保证，该全资附属公司将适当及准时履行及遵循其在本协议项下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认及契诺；及(ii)共同及个别地承诺将根据第 6.5 条应要求向受弥偿方作出有效及充分的弥偿，确保彼等免受损害。

投资者在本第 2.2 条项下的义务构成应本公司、整体协调人及/或联席保荐人要求支付该全资附属公司根据本协议应付的任何款项及应要求及时履行该全资附属公司在本协议下的任何义务的直接、首要及无条件义务，无需本公司、整体协调人及/或联席保荐人首先采取针对该全资附属公司或其他任何人士的措施。除文意另有所指外，术语「投资者」在本协议中应解释为包括该全资附属公司。

2.3 本公司及整体协调人（为其自身及代表全球发售的资本市场中介人）将以彼等议定的方式厘定发售价。本公司及整体协调人根据附表 1 最终厘定的投资者股份的确切数目将为终局决定及对投资者具有约束力，除非存在明显错误。

3. 完成条件

3.1 投资者根据本协议认购投资者股份的义务以及本公司及整体协调人根据第2.1条发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务须待以下条件于完成之时或之前已满足或经各方共同豁免(惟第 3.1(a)、3.1(b)、3.1(c)和 3.1(d)条所载的条件不可豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人共同豁免)方可作实：

- (a) 香港公开发售及国际发售的包销协议在不晚于该等包销协议规定的时间及日期的时间（根据其各自的初始条款或经相关方同意随后豁免或更改的条款）签订、生效及变得无条件，且上述任一包销协议均未终止；
- (b) 本公司与整体协调人（代表彼等自身及全球发售的其他包销商）已议定发售价；
- (c) 联交所上市委员会已授予普通股股份（包括投资者股份）上市及交易许可以及其他适用的豁免及许可，且该等许可或豁免并未于普通股股份在联交所交易前撤销；
- (d) 任何政府机构均未颁布禁止完成全球发售或本协议所述交易的法律，具有管辖权的法院并未签发禁止完成该等交易的命令或指令；及
- (e) 本协议项下的投资者协议、声明、保证、承诺、确认及承认（截至上市日及本协议签署日（如适用））并将（截至完成时）在所有方面均准确、真实、完整及不具误导性或欺骗性，投资者并无违反本协议的行为。

3.2 若第 3.1 条所载的条件于本协议日期后一百八十（180）天或之前（或本公司、投资者、整体协调人及联席保荐人可能书面议定的其他日期）并未得到满足或未经各方共同豁免（惟第 3.1(a)、3.1(b)、3.1(c)及 3.1(d)条所载的条件不得豁免，第 3.1(e)条所载的条件仅可由本公司、整体协调人及联席保荐人予以共同豁免），投资者认购投资者股份的义务以及本公司及整体协调人发行、配发、配售、分配及/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份的义务应终止，投资者根据本协议支付予任何其他方的任何款项将由该等其他方在商业上可行的情况下尽快退还投资者，本协议将终止及不再生效，且本公司、整体协调人及联席保荐人的所有义务及责任将终止；惟根据本第 3.2 条终止本协议应无损任一方在该终止时或之前就本协议的条款对其他方应计的权利或义务。为免生疑问，本条的任何内容均不得解释为授予投资者在截至本条所述日期的期间内对他们违反投资者根据本协议作出的协议、声明、保证、承诺、确认及承认的行为进行纠正的权利。

3.3 投资者承认，无法保证全球发售将完成或不会延迟或终止，或发售价不属载于公开文件的示意性范围内，若全球发售因任何原因延迟、终止或未能于所述的日期及时间完成或根本无法完成或发售价不属载于公开文件的示意性范围内，本公司、整体协调人及联席保荐人无需对投资者负责。投资者特此放弃任何基于全球发售因任何原因未能在规定的日期及时间完成或根本无法完成的理由或发售价不属载于公开文件的示意性范围内，提起针对本公司、整体协调人及/或联席保荐人或其各自的附属公司、联属人士、高级职员、董事、雇员、顾问、员工、联系人、合作伙伴、代理和代表的任何申索或诉讼的权利（若有）。

4. 完成

- 4.1 在不抵触第 3 条和本第 4 条的前提下，作为国际发售的一部分，投资者将根据国际发售，通过整体协调人（及/或彼等分别的联属人士）（以彼等作为国际发售相关部分的国际包销商的国际代表身份）按发售价认购投资者股份。相应地，投资者股份将按本公司及整体协调人厘定的时间及方式于国际发售完成之时予以认购。

倘未能满足(a)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定；(c) 上市规则第 8.08A 条规定的最低自由流通量规定；及/或 (d) 上市规则第 18 项应用指引第 3.2 段，整体协调人、联席保荐人及本公司可以其唯一及绝对酌情调整分配可供投资者认购的投资者股份数目，以满足上市规则的要求。

- 4.2 不论投资者股份交付的时间及方式为何，投资者须于上市日前一(1)个营业日或之前，以即时可动用之清算资金，透过电汇方式以港元全数支付总投资金额及相关经纪佣金与税项，且不得扣除或抵销任何款项，款项须汇入整体协调人于上市日前至少一(1)个完整营业日以书面通知投资者之港元银行账户。整体协调人可于上市日前一(1)个完整营业日向投资者发出书面通知，告知投资者根据本协议获配售的数量及应付总金额。
- 4.3 待投资者股份的付款根据第 4.2 条妥为支付后，应通过将投资者股份直接存入中央结算系统并贷记至投资者在上市日之前提前不少于三(3)个营业日由投资者通知整体协调人指定的中央结算系统投资者参与者账户或中央结算系统股票账户的方式（视情况而定），将投资者股份交付投资者。
- 4.4 投资者股份的交割亦可以本公司、整体协调人、联席保荐人及投资者书面议定的其他方式进行，惟投资者股份的交割时间应不晚于超额配售权可被行使的最后一天后的五(5)个营业日。
- 4.5 若投资总额及相关经纪费和征税（不论全部或部分）未按照本协议规定的时间及方式收到或结算，本公司、整体协调人及联席保荐人保留以彼等各自的绝对酌情终止本协议的权利，在这种情况下，本公司、整体协调人及联席保荐人的所有义务及责任将终止（但无损本公司、整体协调人及联席保荐人因投资者未能履行其/彼等各自在本协议下的义务而享有的针对投资者的申索）。对于受弥偿方因投资者未能根据第 6.5 条全额支付投资总额及经纪费和征税或与之相关的原因而遭受或招致的任何损失、费用、开支、索赔、责任、诉讼及/或损害，在任何情况下，投资者应全权负责基于税后准则对受弥偿方作出充分弥偿，确保彼等免受损害。
- 4.6 本公司、整体协调人、联席保荐人及彼等各自的附属公司、联属人士、高级职员、董事、监事、雇员、顾问、联系人、合伙人、代理及代表因超出其控制的情况（包括但不限于天灾、疫情、大流行病、水灾、疾病或流行病（包括但不限于禽流感、严重急性呼吸系统综合症、H1N1 流感、

H5N1、MERS、埃博拉病毒和新冠病毒）爆发、宣布国家、国际、区域为紧急状态、灾害、危机、经济制裁、爆炸、地震、火山爆发、严重的交通中断、政府运作瘫痪、公共秩序混乱、政局动荡、敌对行动威胁和升级、战争（无论宣战与否）、恐怖主义、火灾、暴乱、叛乱、民众骚乱、罢工、停工、政府机关停摆、公众骚乱、政治动乱、敌对行为爆发或升级、其他行业行动、严重交通中断、地震和其他自然灾害、大范围的电力或其他供应故障、飞机碰撞、技术故障、意外或机械或电气故障、电脑故障或任何货币传输系统的故障、禁运、劳资纠纷、任何现有或未来的法律、条例、规章的变更、任何现有或未来的政府活动行为或类似情况）而未能或延迟履行彼等各自在本协议项下的义务，彼等无需对未能或延迟履行本协议项下的义务承担任何责任（不论共同或各别）且他们分别有权终止本协议。

5. 对投资者的限制

5.1 在不抵触第 5.2 条的前提下，投资者为其自身与本公司、整体协调人及联席保荐人立约并承诺，在自上市日（包括上市日）起至上市日后 六(6)个月（包括该日）期间（下文简称「**禁售期**」）的任何时间内，未经本公司、整体协调人及联席保荐人事先书面同意，投资者不会并导致其联属人士不会（不论直接或间接）(i)以任何方式处置任何相关股份或任何直接或间接持有任何相关股份的公司或实体的任何权益（包括可转换为或可交换为或可行使变为任何上述证券或代表接收上述证券权利的任何证券）；(ii)允许其自身出现最终实益所有人级别的控制权变更（定义见香港证监会颁布的公司收购、合并及股份回购守则）；(iii)订立（不论直接或间接）具有与上述活动相同的经济效应的交易或公开宣布订立该等交易的意图；或(iv)同意或签约达成第(i)、(ii)和(iii)项所述的任何交易或公布达成任何上述交易的意向；及倘若在禁售期之后任何时间处置任何相关股份（或有关处置的协议、合同或意向公告），则投资者将在拟定处置之前及时书面通知本公司、联席保荐人及整体协调人，并将采取一切合理措施确保该处置不会在相关股份中造成无序及虚假市场，且将遵守所有适用法律。

5.2 第 5.1 条的任何规定均不得阻止投资者将全部或部分相关股份转让予投资者的任何全资附属公司，惟在所有情况下：

- (a) 至少提前五(5)个营业日向本公司、联席保荐人及整体协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、整体协调人及联席保荐人的要求使其满意可证明准受让人为投资者的全资附属公司；
- (b) 在该转让之前，该全资附属公司已作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、联席整体协调人及联席保荐人为受益人，且条款令本公司、联席整体协调人及联席保荐人满意），同意（且投资者承诺将促使该全资附属公司）受本协

议项下的投资者义务约束，包括本第 5 条对投资者施加的限制，如同该全资附属公司本身受该等义务及限制规限一般；

- (c) 该全资附属公司应视为已作出下文第 6 条规定的协议、声明、保证、承诺、确认及承认；
- (d) 投资者及该全资附属公司应就彼等持有的所有相关股份被视为投资者，并应共同及各别承担本协议施加的所有责任及义务；
- (e) 若在禁售期届满之前，该全资附属公司不再或将不再为投资者的全资附属公司，其应（且投资者应促使该附属公司）立即及在任何情况下于其失去投资者全资附属公司身份之前，将其持有的相关股份完全及有效地转让予投资者或投资者的其他全资附属公司（该其他全资附属公司应（或投资者应促使该其他全资附属公司）作出书面承诺（向本公司、整体协调人及联席保荐人作出，以本公司、整体协调人及联席保荐人为受益人，且条款令本公司、整体协调人及联席保荐人满意），同意受本协议项下的投资者义务约束（包括本第 5 条对投资者施加的限制），并作出相同的协议、声明、保证、承诺、确认及承认，如同该全资附属公司本身受该等义务及限制规限一般，且应共同及各别承担本协议施加的所有责任及义务；及
- (f) 该全资附属公司是(A)合格机构买家或(B)(i)并非且将不会成为美国人且非为美国人的账户或利益认购相关股份；(ii)目前且将位于美国境外；及(iii)依赖 S 规例通过离岸交易获得相关股份。

5.3 投资者同意及承诺，除经本公司、整体协调人及联席保荐人事先书面同意外，投资者及其紧密联系人于本公司已发行股本总额中合共持有的直接及间接持股总额应始终少于本公司任何时候的已发行股本总额的 10%（或上市规则不时就「主要股东」定义厘定的其他比例），而投资者不会成为上市规则所指的本公司核心关连人士，并且投资者及彼等各自的紧密联系人在本公司已发行总股本中的总持股量（直接及间接）不得导致公众持有的本公司证券总数（按上市规则所设定及联交所的解释，包括上市规则第 8.08 条及 8.08(1)条）低于上市规则所规定的百分比或联交所可能不时批准并适用于本公司的其他百分比。投资人同意于获悉上述任何情况时，以书面形式通知本公司、整体协调人及联席保荐人。

5.4 投资者同意，投资者乃基于自营投资持有本公司的股本，应本公司、整体协调人及联席保荐人的合理请求，投资者将向本公司、整体协调人及联席保荐人提供合理的证据，证明投资者乃基于自营投资持有本公司的股本。投资者不得，且应促使其控股股东、联属人士、联系人及彼等各自的实益拥有人，在全球发售中通过建档流程申请或订购普通股股份（投资者股份除外）或在香港公开发售中申请普通股股份。

5.5 投资者及其联属人士、联系人、董事、监事（如适用）、高级职员、员工或代理未曾接受或订立，不得接受或订立且将不会接受或订立（不论

直接或间接)与本公司、本公司的控股股东、本集团的其他任何成员或彼等各自的联属人士、董事、高级职员、员工或代理签订任何违反或抵触上市规则(包括上市规则附录 F1(权益证券配售指引)、指南第 4.15 章或香港监管机构发布的任何书面指引)的安排或协议(包括任何单边保证函)。投资者进一步确认及承诺概无其及其联属人士、董事、监事(如适用)、高级人员、雇员或代理已经或将要订立该等安排或协议。

6. 承认、声明、承诺及保证

6.1 投资者向本公司、整体协调人及联席保荐人同意、声明、保证、承诺、确认及承认：

- (a) 本公司、整体协调人、联席保荐人及彼等各自的联属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表概未作出有关全球发售能够在任何特定时段内进行或完成或能够进行或完成或发售价将在公开文件载列的指示范围内的保证、承诺或担保，若全球发售因任何原因延迟、无法进行或完成，或发售价超出公开文件载列的指示范围，彼等无需对投资者负责；
- (b) 本协议、投资者的背景信息以及本协议所述各方之间的关系及安排须在公开文件以及用于全球发售的其他营销及路演材料披露，投资者将在公开文件以及该等其他营销及路演材料中提述，尤其是，本协议将为须就全球发售或另行根据公司(清盘及杂项条文)条例及上市规则向香港监管机构提交及披露及/或作为展示文件的重要合约；
- (c) 根据《上市规则》或在 FINI 上必须提交给联交所的有关投资者的信息应与本公司、联交所、香港证监会和其他必要的监管机构共享，并应列入在 FINI 上应向整体协调人披露的综合承配人名单；
- (d) 发售价将仅由本公司与整体协调人(为其/彼等自身及代表全球发售的其他包销商)根据全球发售的条款及条件协商厘定，投资者无权提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及/或彼等的联属人士(以国际发售的国际包销商的国际代表的身份行事)认购；
- (f) 投资者将根据本公司的公司章程或其他宪章性文件、备忘录文件以及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受根据《上市规则》第 18 项应用指引、指南第 4.14 章、及上市规则附录 F1 所载的配售指引在国际发售与香港公开发售之间的重新分配普通股股份，或联交所可能批准及不时适用于本公司的其他比例影响；
- (h) 整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配，以符合(a)上市规则第 8.08(3)条的规定(该条款规定于上市

日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%)；(b)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段和上市规则附录 F1 所载的配售指引；

- (i) 在签订本协议之时或前后或本协议日期之后及国际发售完成之前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人已经或可能及/或计划与一或多名其他投资者签订类似投资协议；
- (j) 本公司、整体协调人、联席保荐人或任何其各自的附属公司、代理、董事、雇员或联属人士或全球发售的任何其他参与方概不就收购投资者股份或与买卖投资者股份有关的任何税务、法律、货币或其他经济或其他后果承担任何责任；
- (k) 投资者股份尚未亦不会根据证券法或美国的任何州或其他司法权区的证券法律登记，可能不会直接或间接在美国或向美国人或为美国人的利益发售、转售、质押或另行转让（惟根据证券法登记要求的登记声明或豁免或在无需遵循证券法登记要求的交易中进行者除外）、或不会直接或间接在其他任何司法权区为任何其他司法管辖区的任何人士或使该等人士受益发售、转售、质押或另行转让（除非经该司法权区的适用法律许可）；
- (l) 其明白及同意，转让投资者股份仅可(A)依据《证券法》下第 144 条或其他可用豁免在美国境内转让投资者股份；或(B)依据《证券法》下 S 规例在美国境外于「离岸交易」（定义见 S 规例）中转让投资者股份，且无论在何种情况下均应遵循美国任何州及任何其他司法权区的适用法律，代表该等投资者股份的任何股份证书应载有达到该等效果的说明；
- (m) 其明白，本公司、整体协调人或联席保荐人或国际发售的任何国际包销商，或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表均未作出关于证券法第 144 条或证券法项下的其他任何可用豁免对投资者股份的后续再发售、转售、质押或转让的可用性的声明；
- (n) 除第 5.2 条规定者外，在投资者股份由附属公司持有的情况下，若该附属公司在禁售期届满之前继续持有任何投资者股份，投资者应促使该附属公司维持其投资者全资附属公司的身份及遵守本协议的条款及条件；
- (o) 投资者在适用法律允许的最大范围内不可撤销地放弃其可能向任何联席保荐人、整体协调人、其他包销商和本公司、其各自的联属人士、董事、高级职员、雇员、顾问和代表提出因本协议和全球发售而产生或与之相关的任何索赔；

- (p) 其已收到（且在日后可能收到）构成证券及期货条例界定的与投资者对投资者股份的投资（及持有）有关的重大非公开信息及/或内幕信息，其：(i)不得向任何人士披露该等信息，惟为评估投资于投资者股份的唯一目的基于严格的「须知」原则向其联属人士、附属公司、董事、监事（如适用）、高级职员、雇员、顾问、代理及代表（下文简称「获授权接受者」）披露或法律另行要求者除外，直至该信息并非因投资者或任何获授权接受者的过错成为公开信息；(ii)应以其最大努力确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不将该等信息向任何其他人士披露（除非基于严格须知的原则向其他获授权接受者披露）；及(iii)不得并应确保其（已获根据第 6.1(q)条披露相关信息的）获授权接受者不以可能导致违反美国、香港、中国及与相关交易有关的任何其他适用司法权区的证券法律（包括任何内幕交易规定）的方式购买、出售、交易或另行经营（不论直接或间接）普通股股份或本公司或其联属人士或联系人的其他证券或衍生工具；
- (q) 本协议所载的信息、已基于保密原则就全球发售向投资者及/或其代表提供的招股章程草案及初步发售通函草案以及其他已基于保密原则向投资者及/或其代表提供的材料（不论采用书面或口头方式）不得复制、披露、传阅或传播至其他任何人士，如此提供的信息及材料可能会更改、更新、修订及完善，投资者在决定是否投资于投资者股份时不应依赖。为免生疑问：
- (i) 招股章程草案、初步发售通函草案以及其他已向投资者及/或其代表提供的材料均不构成在任何司法权区收购、购买或认购任何证券的邀约、要约或招揽（若在该司法权区不允许进行该等要约、招揽或出售），招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）所载的任何信息均不构成任何合约或承诺的依据；
- (ii) 不得基于初步发售通函草案、招股章程草案或任何其他已向投资者/或其代表提供的材料（不论采用书面或口头方式）作出或接受任何认购、收购或购买任何普通股股份或其他证券的要约或邀约；及
- (iii) 招股章程草案、初步发售通函草案或任何其他已向投资者及/或其代表提供的材料（不论采用书面或口头方式）可能会在本协议签署后进行进一步的修订，投资者在决定是否投资于投资者股份时不应依赖该等信息，投资者特此同意该等修订（若有）并放弃其与该等修订（若有）有关的权利；
- (r) 本协议并不构成（不论共同或单独）在美国或其他任何司法权区出售证券的要约（若在该等司法权区作出该等要约属违法）；

- (s) 投资者或其联属人士或代表其或彼等行事的任何人士均未亦不会就投资者股份作出任何定向销售（定义见 S 规例）或作出任何形式的一般性招揽或一般性广告（定义见《证券法》D 条例第 502(c) 条）；
- (t) 其已获提供其认为对评估认购投资者股份的优点及风险属必需及适宜的所有信息，已获提供机会向本公司、整体协调人或联席保荐人提出有关本公司、投资者股份及其认为对评估认购投资者股份的优点及风险属必需及适宜的其他相关事项的问题并获得本公司、联席整体协调人或联席保荐人的回答，本公司已向投资者或其代理提供投资者或代表索要的与投资于投资者股份有关的所有文件及信息；
- (u) 在作出投资决定时，投资者已经并将仅依赖本公司发出的国际发售通函所载的信息，而不依赖本公司、整体协调人及/或联席保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或其代表于本协议日期或之前可能已向投资者提供的任何其他信息，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概未作出有关未载于国际发售通函的任何信息或材料准确性或完整性的声明或保证，本公司、整体协调人及/或联席保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士无需因投资者或其董事、监事（如适用）、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士使用或依赖该等信息或材料或另行因未载于国际发售通函的任何信息对彼等负责；
- (v) 整体协调人、联席保荐人、资本市场中介人、其他包销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向其作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议（最终国际发售通函所载者除外）；本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概未向投资者作出有关投资者股份的优点、认购、购买或发售该等股份或本公司或其附属公司的业务、运营、前景、状况（不论财务或其他）或与之相关的任何其他事项的保证、声明或建议；
- (w) 投资者将遵循本协议、上市规则及任何适用法律项下不时对其适用的有关其处置（不论直接或间接）其为或将为（不论直接或间接）或本公司的招股章程显示其为实益拥有人的任何相关股份的所有限制（如有）；

- (x) 其已自行开展关于本公司、本集团、投资者股份及本协议所载的有关认购投资者股份的条款的调查，并已获得其认为必需或适当或另行令其满意的有关以下事项的独立建议（包括税务、监管、金融、会计、法律、货币及其他建议）：与投资于投资者股份有关的税务、法律、货币、金融、会计及其他经济考虑事项以及该投资对该投资者的合适性，并未依赖且无权依赖由或代表本公司或整体协调人、联席保荐人或资本市场中介人或包销商获得或开展的关于全球发售的任何建议（包括税务、监管、金融、会计、法律、货币及其他建议）、尽职调查审查或调查或其他建议或慰藉（视情况而定），本公司、整体协调人、联席保荐人、资本市场中介人、包销商或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、合伙人、代理或代表均无需对于认购或交易投资者股份有关的任何税务、监管、金融、会计、法律、货币或其他经济或其他后果负责；
- (y) 其明白，投资者股份当前并无公开市场，且本公司、整体协调人、联席保荐人、资本市场中介人、承销商或其各自的附属公司、联属人士、董事、高级职员、雇员、代理、顾问、联系人、合作伙伴及代表及彼等各自的任何联系人、联属人士、董事、高级职员、雇员、顾问、代理及代表并未作出关于投资者股份将存在公开或活跃市场的保证；
- (z) 所有交易须遵循适用的法律及法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何具有管辖权的证券交易所的相关规则对普通股股份交易的限制；
- (aa) 就相关股份而言，未遵守本协议限制进行的发售、出售、质押或其他转让将不获本公司认可；
- (bb) 若全球发售因任何原因延迟、终止或未能完成，本公司、整体协调人、联席保荐人或彼等各自的附属公司、联系人、联属人士、董事、监事、高级职员、雇员、顾问、代理、合伙人或代表均无需对投资者或其附属公司承担任何责任；
- (cc) 本公司及整体协调人拥有更改或调整(i)将根据全球发售发行的普通股股份数目；及(ii)将分别根据香港公开发售及国际发售发行的普通股股份数目的绝对酌情权；
- (dd) 除本协议和投资者订立的保密协议（如有）外，投资者与本公司、本公司任何股东、整体协调人、联席保荐人及/或资本市场中介人之间没有其他存在的协议；以及
- (ee) 投资者各自己同意，投资总额及相关经纪费及征税的付款应不晚于上市日前一(1)个营业日。

6.2 投资者向本公司、整体协调人及联席保荐人进一步声明、保证及承诺：

- (a) 其已根据成立地法律妥为成立及有效及良好存续，并无提交呈请、签发命令或通过有效决议令其清算或清盘；
- (b) 有资格接收和使用本协议项下的信息（包括，其中包括本协议、招股章程草案和初步发售通函草案），并不会违反所有适用于投资者的法律或将要求在投资者所在的司法管辖区内进行任何注册或许可；
- (c) 其具有拥有、使用、租赁及运营其资产及以现行方式开展其业务的权利及权限；
- (d) 其具有签署及交付本协议、订立及执行本协议所属的交易及履行其在本协议下的义务所需的全部权力、权限及能力，并已采取所有必需的行动（包括获得政府及监管机构或第三方的所有必要的同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的任何同意、批准和授权；
- (e) 本协议已经投资者妥为授权、签署及交付，构成投资者的合法、有效及有约束力的义务，可根据其条款对其/彼等强制执行；
- (f) 其已经并将在本协议期限内采取所有必要的措施履行其在本协议项下的义务，令本协议及本协议所述交易生效，及遵循所有相关法律；
- (g) 根据适用于投资者的任何相关法律须由投资者就认购本协议项下的投资者股份获得的所有同意、批准、授权、许可及登记（下文简称「**批准**」）已经获得且具有完全的效力且未无效、撤回或搁置，该等批准并无任何尚未满足或履行的先决条件。截至本协议签署之日，所有批准尚未被无效、撤销、撤回或搁置，投资者也不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺，如果批准因任何原因不再维持十足效力及有效，将立即通知公司、整体协调人及联席保荐人；
- (h) 投资者签署及交付本协议、彼等履行本协议及投资者认购投资者股份及完成本协议所述交易不得抵触或导致投资者违反(i)投资者的组织章程大纲及细则或其他宪章性文件；或(ii)投资者须就本协议所述交易遵循或另行就投资者认购或收购（视情况而定）投资者股份适用于投资者的任何司法权区的法律；或(iii)对投资者有约束力的任何协议或其他文书；或(iv)对投资者有管辖权的任何政府机构的任何判决、命令或法令；
- (i) 其已经并将遵循所有司法权区内与认购投资者股份有关的所有适用法律，包括在适用主管机构或机关或证券交易所（下文简称「**监管机构**」）规定的时间内，根据监管机构的要求，向及促使向（包括直接或间接通过本公司、整体协调人及/或联席保荐人）

联交所、香港证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机关或证券交易所提供并同意向该等监管机构披露该等监管机构要求的信息（包括但不限于（i）投资者及其投资者股份的最终实益拥有人（若有）及/或最终负责发出有关收购指示的人士的身份信息（包括但不限于各自的名称及注册成立地点）；（ii）本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份的数目、投资总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资料，以及提供该掉期安排或其他金融或投资产品）；及/或（iv）投资者或其实益拥有人与联系人及其任何股东之间的任何关连关系（统称「**投资者相关资料**」）。投资者进一步授权本公司、整体协调人、联席保荐人或彼等各自的联属人士、董事、高级职员、雇员、顾问及代表向该等监管机构披露该等监管机构要求的所有与本协议项下交易有关的信息及/或根据《上市规则》或适用法律的要求或任何相关监管机构的要求，在任何公开文件或其他公告或文件中披露任何此类信息；

- (j) 投资者具有适当的金融及商业事项知识及经验，(i)能够评估对投资者股份的潜在投资的优点及风险；(ii) 能够承担投资的经济风险，包括完全损失对投资者股份的投资；(iii)其已获得其认为对决定是否投资于投资者股份属必需或适当的所有信息；及(iv)其在投资处于类似发展阶段的公司的证券交易方面有经验；
- (k) 其日常业务为买卖股票或证券，或其为专业投资者，签署本协议即表示，就全球发售及本协议项下交易而言，其并非整体协调人、联席保荐人、资本市场中介人或承销商的客户；
- (l) 其为自身利益、以自营投资基准作为主事人，以投资为目的认购投资者股份，并未旨在分销其在本协议下认购的任何投资者股份，及该投资者无权提名任何人士担任本公司董事或高级职员；
- (m) (i)若于美国认购投资者股份，其为合资格机构买家；或(ii)若于美国境外认购投资者股份，其于 S 规例所指「离岸交易」中如此行事且其并非美国人士；
- (n) 投资者在豁免或无需遵循证券法项下登记要求的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人(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，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（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议规定的所有义务的财务能力；(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），(b)本公司及本公司任何董事、最高行政官员、控股股东、主要股东、现有股东、及彼等任何附属公司或彼等的紧密联系人（定义见上市规则）的融资、出资或支持，并不惯于接受该等人士的指示，亦未就本公司的证券的收购、处置、投资或其他处置接受该等人士的指示；(v) 不属于上市规则附录 F1（权益证券配售指引）第 1C 段所述类别人士；及(vi) 与本公司或其任何股东没有关联关系，除非以书面形式向本公司、联席保荐人及整体协调人另行披露；

- (p) 投资者将使用自有资金认购投资者股份，且未获得且不打算获得贷款或其他形式的融资以履行其在本协议项下的付款义务；
- (q) 投资者、其实益拥有人及/或联系人以及投资者代表其购买投资者股份的人士（若有）及/或其联系人并非全球发售的任何整体协调人、联席保荐人、账簿管理人、牵头经办人、包销商、资本市场中介人、牵头经纪人或任何分销商的「关连客户」，且不属于香港《上市规则》附录 F1（《股本证券的配售指引》）所述人士类别。关连客户、牵头经纪人及分销商等术语应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (r) 投资者的账户并非由相关交易所参与者（定义见上市规则）根据全权管理投资组合协议管理。术语「**全权管理投资组合**」应具有上市规则附录 F1（权益证券的配售指引）赋予的含义；
- (s) 投资者、其实益拥有人或彼等各自的联系人均非本公司或其联系人的董事（包括本协议签署日前 12 个月内担任董事职位）或现有股东或前述人士的代名人；
- (t) 投资者将通过 FINI 向联交所和香港结算提供所需的信息，并确保投资者提供的所有此类信息在所有重大方面都是真实、完整和准确的，此类信息将在必要时与本公司、联交所、香港证监会和香港其他监管机构共享，并将纳入综合承配人名单，该名单将在 FINI 上向参与全球发售的整体协调人披露；
- (u) 除此前已以书面形式通知联席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 承配人名单模板所列或 FINI 界面或上市规则要求就承配人披露的任何承配人类别（「基石投资者」除外）；或(ii)《上市规则》（包括上市规则第 12.08A 条）要求在本公司配售结果公告中指定的任何承配人类别；
- (v) 投资者并未亦不会与任何「分销商」（定义见 S 规例）订立任何与普通股股份分销有关的合约安排，惟与其联属人士订立或经本公司事先书面同意者除外；

- (w) 认购投资者股份将遵循上市规则附录 F1（权益证券的配售指引）、指南第 4.15 章；
- (x) 投资者及其紧密联系人在本公司已发行总股本中的总持有量（不论直接或间接）不应导致公众（具有上市规则赋予的含义）持有本公司的全部证券低于上市规则规定或联交所另行批准的百分比；
- (y) 投资者、其实益拥有人及/或彼等各自的联系人均未以本公司、本公司任何附属公司或关连人士、任何整体协调人、任何联席保荐人或全球发售的任何资本市场中介人或包销商的任何融资（不论直接或间接）认购投资者股份；投资者及其联系人（若有）独立于已经或将参与全球发售的其他投资者及彼等的联系人且与该等人士无关连；
- (z) 投资者、其联属人士、董事、高级职员、雇员或代理一方与本公司或本集团任何成员公司及其各自的联属人士、董事、高级职员、雇员和代理并无已订立或将订立任何协议或安排，包括任何不符合上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的附函；
- (aa) 除本协议规定者外，投资者并未与政府机构或任何第三方订立有关投资者股份的任何安排、协议或承诺；
- (bb) 除此前已以书面形式向本公司，联席保荐人及整体协调人披露外，投资者、其实益拥有人和/或联系人没有且不会订立任何涉及投资者股份的掉期协议或其他金融或投资产品；以及
- (cc) 投资者、其各自的实益拥有人及/或联系人将不会申请或通过簿记建档过程认购全球发售中的任何普通股股份（根据本协议的投资者股份除外）。

6.3 投资者向本公司、整体协调人及联席保荐人声明及保证，附表 2 所载的与其及其集团成员公司有关的描述，以及向或应监管机构及/或本公司、联席保荐人、整体协调人及其各自的联属人士要求提供的所有投资者相关资料属真实、完整及准确，且不具误导性。在无损第 6.1(b)条规定的前提下，投资者不可撤销地同意，若本公司、整体协调人及联席保荐人以其唯一判断认为属必需，可将其名称及本协议的所有或部分描述（包括附表 2 所载的描述）载入公开文件、营销及路演材料及本公司、整体协调人及/或联席保荐人就全球发售可能发布或代表其发布的其他公告或展示文件。投资者承诺，将在合理可行的情况下尽快及时提供与其、其拥有权（包括最终实益拥有权）有关及/或本公司、整体协调人及/或联席保荐人可能合理要求与其他相关事项相关的更多信息及/或支持文件，以确保彼等遵循适用的法律及/或有管辖权的监管机构或政府机构（包括但不限于联交所、香港证监会及中国证监会）的公司或证券登记及/或其他要求；投资者特此同意，在审查将纳入不时向投资者提供的公开文件草案及其他与全球发售相关的营销材料且与其及其所在公司集团有关的描述

及作出投资者合理要求的修改（若有）后，投资者应视为已保证，该等与其及其所在公司集团有关的描述在所有方面真实、准确、完整及不具误导性。

- 6.4 投资者明白，载于第 6.1 条和第 6.2 条的保证、承诺、声明及承认可能须根据香港法律及美国证券法律及其他法例提供。投资者承认，本公司、整体协调人、联席保荐人、包销商、资本市场中介人及彼等各自的附属公司、代理、联属人士及顾问及其他人士将依赖投资者的保证、承诺、声明及承认的真实性、完整性及准确性，投资者同意，若任何该等保证、承诺、声明及承认在任何方面不再准确及完整或变得带有误导性，其将及时书面通知本公司、整体协调人、联席保荐人。
- 6.5 投资者同意及承诺，对于本公司、整体协调人、联席保荐人及全球发售的资本市场中介人及包销商（代表其自身及其各自的联属人士、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、雇员、员工、联系人、合伙人、代理、顾问及代表）（下文统称「**受弥偿方**」）因投资者或其全资附属公司（如相关股份由该全资附属公司持有）或其高级职员、董事、监事（如适用）、雇员、员工、联属人士、顾问、代理、代表、联系人或合伙人所致、与认购投资者股份及本协议项下交易、投资者股份或本协议有关的原因（包括违反或声称违反本协议或任何作为或不作为或声称的作为或不作为）招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，以及受弥偿方就任何该等申索、诉讼或法律程序可能蒙受或招致或基于与之相关或另行有关的理由对该等申索、诉讼或法律程序提出异议或抗辩而招致的任何及所有损失、成本、开支、申索、费用、诉讼、负债、法律程序或损害，投资者将应要求向受弥偿方作出基于税后准则厘定的充分及有效的弥偿，确保彼等免受损害。
- 6.6 投资者根据第 6.1、6.2、6.3、6.4 及 6.5 条作出的协议、声明、保证、承诺、确认及承认（视情况而定）应解释为单独的协议、声明、保证、承诺、确认及承认，并应视为在上市日重复。
- 6.7 本公司声明、保证及承诺：
- (a) 其已根据其成立地法律注册成立并有效存续；
 - (b) 其具有签署本协议及履行本协议项下义务所需的完全权力、权限及能力，并已采取签署本协议及履行本协议项下义务所需的所有行动；
 - (c) 待妥为付款后，在不抵触第 5.1 条规定的禁售期的前提下，投资者股份在根据第 4.4 条向投资者交付时将已缴足，可自由转让及不含任何期权、留置权、押记、抵押、质押、申索、权益、负担及其他第三方权利，并享有与其时发行及将于联交所上市的普通股股份同等的权益；

- (d) 本公司及其控股股东（定义见上市规则）、本集团的任何成员及彼等各自的联属人士、董事、高级职员、雇员及代理并未与投资者或其/彼等各自的联属人士、董事、监事（如适用）、高级职员、雇员及代理订立任何有悖上市规则（包括联交所发行的《新上市申请人指南》第 4.15 章）的协议或安排（包括任何单边保证函）；及
- (e) 除本协议规定者外，本公司或本集团的任何成员及彼等各自的联属人士、董事、监事、高级职员、雇员及代理并未与任何政府机构或第三方订立有关投资者股份的任何安排、协议或承诺。

6.8 本公司承认、确认及同意，投资者将依赖国际发售通函所载的信息，投资者将就国际发售通函享有与其他在国际发售中购买普通股股份的投资者相同的权利。

7 终止

7.1 本协议可在以下情况下终止：

- (a) 根据第 3.2、4.5 或 4.6 条终止；
- (b) 若投资者或投资者的全资附属公司（就根据上文第 2.2 条转让投资者股份而言）在国际发售完成日期或之前严重违反本协议（包括严重违反投资者在本协议项下作出的协议、声明、保证、承诺、确认及承认），本公司、整体协调人或联席保荐人可单方面终止本协议（不论本协议是否有任何相反规定）；或
- (c) 经本协议所有各方书面同意终止。

7.2 受限于第 7.3 条，若本协议根据第 7.1 条终止，各方均无义务继续履行其在本协议下的义务（惟下文第 8.1 条载列的保密义务除外），各方在本协议项下的权利及义务（惟下文第 10 条载列的权利除外）应终止，任一方均无针对另一方的任何申索，惟应无损任一方于该等终止之时或之前就本协议条款对其他方应计的权利或义务，而即使完成以及本协议中提述或拟进行的事宜及安排落实或本协议终止，投资者在本协议中应作出的弥偿仍将继续有效且持续具十足效力及作用。

7.3 尽管有前述规定，第 6.5 条在任何情况下均在本协议终止后继续有效，并且即使本协议终止，投资者在本协议下给予的弥偿仍将继续有效。

8 公告及机密性

8.1 除本协议及投资者订立的保密协议（如有）另行规定者外，未经其他方事先书面同意，任一方均不得披露与本协议或本协议所述交易或涉及本公司、整体协调人、联席保荐人及投资者的任何其他安排的任何信息。不论前述规定为何，本协议可：

- (a) 由任一方向联交所、香港证监会、中国证监会及/或本公司、整体协调人及/或联席保荐人受其管辖的其他监管机构披露，投资者的背景信息以及本公司与投资者之间的关系可载入本公司发布的或代表其发布的公开文件及本公司、整体协调人及/或联席保荐人就全球发售可能发布的或代表其发布的营销及路演材料及其他公告；
- (b) 由任一方基于「须知」准则向各方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、高级职员及相关雇员、代表及代理，惟该方应(i)促使该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理了解及遵循本协议所载的所有保密义务；及(ii)对该方的法律及财务顾问、核数师及其他顾问及其联属人士、联系人、董事、监事、高级职员及相关雇员、代表及代理违反该等保密义务承担责任；及
- (c) 另行由任一方根据任何适用法律、任何对该方具有管辖权的政府机构或机关（包括联交所、香港证监会及中国证监会）的要求或证券交易所规则或任何具有管辖权的政府机构的有约束力的判决、命令或要求披露（包括根据公司(清盘及杂项条文)条例及上市规则将本协议作为重大合约提交香港公司注册处登记及提供本协议作为展示文件）。

8.2 投资者不得作出关于本协议或其他任何附属事项的其他提述或披露，除非投资者已事先咨询本公司、整体协调人及联席保荐人并获得彼等对该等披露的原则、形式及内容的事先书面同意。

8.3 本公司应以其合理努力，在发布前在公开文件中提供任何与本协议、本公司和投资者之间的关系以及投资者的一般背景信息有关的声明，以供投资者审阅。投资者应配合本公司、整体协调人及联席保荐人确保该等公开文件中所有对其的描述属真实、完整及准确，且不具误导性，公开文件并无遗漏与其有关的任何重大信息，并应及时向本公司、整体协调人及联席保荐人及彼等各自的顾问提供任何意见或验证文件。

8.4 投资者承诺，将及时就第 9.1 条所述的必须作出的披露的编制提供合理所需的所有协助（包括提供本公司、整体协调人或联席保荐人合理要求的与其、其背景信息、其拥有权（包括最终实益拥有权）有关、其与本公司的关系及/或另行与本协议所述事项有关的进一步信息及/或支持文件），以(i)在本协议日期后更新公开文件中对投资者的描述及验证该等描述；及(ii)使本公司、联席保荐人及/或整体协调人能够遵守有管辖权的监管机构（包括但不限于联交所、香港证监会和中国证监会）的适用公司或证券登记及/或其他要求。

9 通知

9.1 根据本协议交付的通知应采用书面形式，语言为英文或中文，且应以第 9.2 条规定的方式向以下地址交付：

若发送至本公司，则发送至：

地址：中国山东省青岛市崂山区香港东路 88 号海信
国际中心 A 座 26 楼
电邮：ir@ligent.com
收件人：投资者关系团队

若发送至投资者，则发送至：

地址：RM4101, ENTERPRISE SQUARE III,
39 WANG CHIU RD, KOWLOON BAY, HK
电邮：cs@oditrust.com
收件人：GAO LIHUI

若发送至花旗，则发送至：

地址：香港中环花园道 3 号冠君大厦 50 楼
电邮：projectlegend.ap.wg@citi.com
收件人：ECM

若发送至中信證券则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：project_legend2025@citics.com
收件人：Project Legend 2025 Deal Team

若发送至中信里昂则发送至：

地址：香港金钟道 88 号太古广场一期 18 楼
电邮：projectlegend2025@clsa.com
收件人：Project Legend 2025 Deal Team

- 9.2 根据本协议交付的任何通知应由专人交付或电邮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，则在未收到未送达消息的情况下视为已收到，如通过预付邮资的邮寄方式发送，在没有证据证明提前收到的情况下，则在其邮寄 48 小时后（在通过航空邮寄发送的情况下，则在六日后）视为已收到。在非营业日收到的任何通知应视为在下一个营业日收到。

10 一般事项

- 10.1 各方均确认及声明，本协议已经其妥为授权、签署及交付，构成其合法、有效及有约束力的义务，可根据本协议条款对其强制执行。除本公司为实施全球发售可能要求的有关同意、批准及授权外，概无任何一方须获

得任何公司、股东或其他同意、批准或授权以履行本协议项下的义务，各方进一步确认，其可履行本协议项下所述义务。

- 10.2 本协议中规定的各联席保荐人及整体协调人的义务是个别的（而非共同或共同和个别的）。任何其他联席保荐人或整体协调人不履行本协议规定的各自义务，其他联席保荐人或整体协调人均不承担任何责任，也不影响任何其他联席保荐人或整体协调人执行本协议条款的权利。尽管有上述规定，在法律允许的范围内，各联席保荐人及整体协调人仍有权单独或与其他联席保荐人及整体协调人共同行使其在本协议项下的任何或所有权利。
- 10.3 除有明显错误外，本公司及整体协调人为本协议目的就投资者股份数目及发售价及投资者根据本协议第 4.2 条而需要支付的款项以善意作出的计算及厘定应为最终及具约束力的决定。
- 10.4 投资者、本公司、整体协调人及联席保荐人应就为本协议的目的或就本协议要求或可能要求的任何第三方通知、同意及/或批准开展合作。
- 10.5 对本协议的任何修改或变更均无效，除非其采用书面形式且经本协议各方或其代表签字。为免生疑问，对本协议的任何修改或变更无需事先通知非本协议一方的任何人士或获得其同意。
- 10.6 除非相关方以书面形式另行约定，否则各方自行承担就本协议产生的法律及专业费用、成本及开支，就本协议拟进行的任何交易产生的印花税应由相关转让人/卖家及相关受让人/买家均摊。
- 10.7 时间对本协议至关重要，但本协议所述的任何时间、日期或期间均可由各方以书面协议方式延展。
- 10.8 尽管可根据第 4 条规定予以完成，本协议的所有条文在其能够被履行或遵守的范围内，应继续具有充分效力，惟有关已履行事宜及经各方书面同意终止者除外。
- 10.9 除投资者订立的保密协议（如有）外，本协议构成各方关于投资者对本公司投资的完整协议及谅解。本协议取代先前与本协议标的事项有关的所有承保、担保、保证、声明、沟通、谅解及协议（无论书面或口头）。
- 10.10 在本第 10.11 条另有规定的范围内，并非本协议一方的人士无权根据合约（第三者权利）条例强制执行本协议的任何条款，但这并不影响第三方拥有或可获得的除合约（第三者权利）条例以外的任何权利或救济：
- (a) 受弥偿方可强制执行及依赖第 6.5 条，犹如其为本协议一方。
 - (b) 本协议可予以终止或撤销，且任何条款均可予以修改、变更或豁免，而无需第 10.11(a)分条所述人士同意。

- 10.11 整体协调人及联席保荐人有权且特此获授权将其/彼等任何相关权利、职责、权力及酌情权按其/彼等认为合适的方式及条款转授给其任何一名或多名联属人士（不论有无正式手续且无需向本公司或投资者发出有关该等转授的事先通知）。尽管存在任何该等转授，该等整体协调人或联席保荐人仍应对其根据本分条向之转授相关权利、职责、权力及/或酌情权的任何联属人士的所有作为及不作为负责。
- 10.12 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行为的豁免均无效，本协议亦未隐含该等豁免，除非该豁免以书面形式作出并经豁免所针对的相关方签署。
- 10.13 若本协议的任何条文于任何时候根据任何司法权区的法律在任何方面变得非法、无效或不可强制执行，则不得影响或减损：
- (a) 本协议任何其他条文在该司法权区的合法性、有效性或可执行性；或
 - (b) 本协议的该等条文或任何其他条文在任何其他司法权区的合法性、有效性或可执行性。
- 10.14 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。
- 10.15 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、整体协调人及联席保荐人应（不论本协议是否有任何相反规定）有权撤销本协议且各方于本协议项下的所有义务应立即停止。
- 10.16 各方均向其他方承诺，其将签署及执行及促使签署及执行令本协议条文生效所需的其他文件及行动。
- 10.17 各方不可撤销地和无条件地同意，本协议可以按照适用法律以附有电子签名的方式执行，且所使用的方法是可靠的，并且对于传达文件中所包含的信息的目的而言是适当的。

11 管辖法律及司法权区

- 11.1 本协议及各方之间的关系受香港法律管辖并按其解释。

- 11.2 因本协议或其违约、终止或无效产生或与之相关的任何争议、争端或申索（下文简称「**争议**」）应提交香港国际仲裁中心，由香港国际仲裁中心根据仲裁申请提交时现行的香港国际仲裁中心机构仲裁规则仲裁解决。仲裁地应为香港及仲裁程序的管辖法律为香港法律。仲裁员应为三(3)名，且仲裁程序中采用的语言应为英文。仲裁庭的决定及裁决应为最终裁决，对各方具有约束力，可提交具有管辖权的法院强制执行。各方特此不可撤销及无条件地放弃向任何司法机构提出任何形式的上述、复审及求助的任何及所有权利（只要该等弃权可有效作出）。不论前述规定为何，各方应有权在仲裁庭设立之前向具有管辖权的法院寻求临时禁令救济或其他临时救济。在无损国家法院管辖范围内可能提供的临时救济的前提下，仲裁庭应有充分权力向各方授予临时救济或命令，以请求法院修改或撤销该法院发出的任何临时或初步救济，及就因任何一方未能遵守仲裁庭的命令造成的损害作出赔偿。

12 豁免权

- 12.1 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 对美国特别决议制度的认可

- 13.1 如果任何属适用主体的一方成为美国特别决议制度下法律程序的所涉对象，则该方对本协议、本协议中载定的（或根据本协议存在的）任何权益或义务所作出之转让的有效性将与以下情况下之转让的有效性相同：即假定本协议及任何该等权益或义务受美国联邦或任何州立法律管辖的情况下，该等转让在美国特别决议制度项下的有效性。
- 13.2 如果任何属适用主体的一方或该方或该承销商的《银行控股公司法》关联方成为根据美国特别决议制度进行的法律程序所涉的对象，根据本协议针对该承销商行使之违约权的可行使程度不超过以下情况下该等违约权的行使程度：即假定本协议受美国联邦或任何州立法律管辖的情况下，该等违约权在美国特别决议制度项下可行使的程度。
- 13.3 就上述关于认可美国特别决议制度的第 13.1 条和第 13.2 条而言：
- (a) “《银行控股公司法》关联方”具有《美国法典》第 12 篇第 1841(k) 节中对“关联方”规定的含义，并据之解释；

(b) “适用主体”是指以下任何主体：(i)《美国联邦法规》第 12 篇第 252.82(b)节中定义（且据其解释）的“适用实体”；(ii)《美国联邦法规》第 12 篇第 47.3(b)节中定义（且据其解释）的“适用银行”；或 (iii)《美国联邦法规》第 12 篇第 382.2(b)节中定义（且据其解释）的“适用金融服务机构”；

(c) “违约权”具有《美国联邦法规》第 12 篇第 252.81 节、第 47.2 节或第 382.1 节（以适用者为准）中规定的含义，并据之解释；和

(d) “美国特别决议制度”是指(i)《联邦存款保险法》及据之颁布的规定，和(ii)《多德-弗兰克华尔街改革和消费者保护法》第 II 篇及据之颁布的规定。

14 副本

14.1 本协议可以签署任何数目的副本，并由各方在单独的副本签署。每一份副本均为正本，但所有副本应共同构成同一份文书。通过电邮附件(PDF)或传真方式交付本协议的已签署副本签字页应为有效的交付方式。

兹见证，各方已由其妥为获授权的签字人于文首所示日期签署本协议。

为及代表

纳真科技公司

A handwritten signature in black ink, appearing to be '王惠' (Wang Hui), written over a horizontal line.

姓名： 王惠

职衔： 执行董事

为及代表

ODI TRUST LIMITED

GAO LIHUI

姓名：GAO LIHUI

职衔：DIRECTOR

为及代表

花旗环球金融亚洲有限公司



姓名： 钱叶文
职衔： 董事总经理

为及代表

中信證券（香港）有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Jian), written over a horizontal line.

姓名：史栋

职衔：执行董事

为及代表

中信里昂證券有限公司

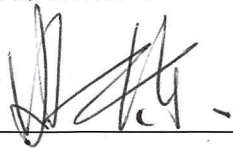
A handwritten signature in black ink, appearing to be 'Li Li', written over a horizontal line.

姓名：李黎

职衔：董事总经理

为及代表

中信里昂證券有限公司

A handwritten signature in black ink, appearing to be '史栋' (Shi Dong), written over a horizontal line.

姓名：史栋

职衔：执行董事

附表 1

投资者股份

投资者股份数目

投资者股份数目应等于(1)10,000,000 美元的等值港元（按招股书披露的港元兑美元收盘汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费）除以(2)发售价所得数目（向下取整至最近的完整买卖单位 100 股普通股股份）。

根据上市规则第 18 项应用指引第 4.2 段、指南第 4.14 章及联交所授予的豁免（如有），倘香港公开发售出现超额认购，则投资者根据本协议将认购的投资者股份数目可能受到国际发售与香港公开发售之间的普通股股份重新分配的影响。倘香港公开发售中的普通股股份需求总量属于本公司最终招股章程「全球发售的架构—香港公开发售—重新分配」一节所载情况，则投资者股份数目可按比例扣减，以满足香港公开发售中的公众需求。此外，整体协调人及本公司可凭全权绝对酌情权调整投资者股份数目的分配以符合：(i)上市规则第 8.08(3)条的规定（该条款规定于上市日期由公众人士持有的证券中由持股量最高的三名公众股东实益拥有的百分比不得超过 50%）；(ii)上市规则第 8.08(1)条规定或联交所另行豁免的最低公众持股量规定、上市规则第 8.08A 条规定的最低自由流通量规定、上市规则第 18 项应用指引第 3.2 段及上市规则附录 F1 所载的配售指引。

附表 2

投资者详情

投资者

注册成立地点:	HONG KONG
公司注册证书编号:	3331057
商业登记号码:	75840520
法人机构识别编码	不适用
营业地址、电话号码及 联系人	RM4101, ENTERPRISE SQUARE III, 39 WANG CHIU RD, KOWLOON BAY, HK 852-63689501 GAO LIHUI
主要活动:	TRUST
最终控股股东:	无
最终控股股东的注册成 立地点:	不适用
最终控股股东的商业登 记号码及法人机构识别 编码:	不适用
最终控股股东的主要活 动:	不适用
股东及持有的权益:	不适用
待插入招股章程的投资 者描述:	ODI TRUST LIMITED (“ ODI Trust ”) is a public company registered in the Hong Kong and regulated by the Hong Kong Trustee Ordinance. As a professional institution, it provides services to clients in the capacity of a trustee. It also holds a Trust or Company Service Provider (TCSP) license. ODI Trust is a global integrated financial group, equipped with comprehensive financial licenses and cross-border financial service capabilities. ODI Trust is dedicated to serving high-net-worth individuals, businesses, and financial institutions in the Asia-Pacific region, becoming their trusted cross-border financial partner. The cornerstone investment to be made by ODI Trust in the Global Offering will be funded by its

own capital and does not involve any capital managed by ODI Trust on behalf of its clients. There is no ultimate beneficial owner holding 30% or more of the equity interest in ODI Trust.

相关投资者类别（按规定列入联交所 FINI 承配人名单模板或按规定由 FINI 界面就配售金额进行披露	基石投资者
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CORNERSTONE INVESTMENT AGREEMENT

September 10, 2026

LIGENT TECHNOLOGIES, INC.
(纳真科技公司)

AND

BARING ASSET MANAGEMENT (ASIA) LIMITED
(in the capacity as the discretionary investment manager of certain fund(s) and
investment account(s))

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

AND

CITIC SECURITIES (HONG KONG) LIMITED

AND

CLSA LIMITED

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THIS AGREEMENT (this “**Agreement**”) is made on September 10, 2026

AMONG:

1. **LIGENT TECHNOLOGIES, INC. (纳真科技公司)**, a company incorporated in the British Virgin Islands with limited liability on February 20, 2009 and registered by way of continuation in the Cayman Islands with limited liability on May 27, 2025, whose registered office in the Cayman Islands at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
2. **BARING ASSET MANAGEMENT (ASIA) LIMITED**, a company incorporated in Hong Kong whose registered office is at 35th Floor, Gloucester Tower, 15 Queen’s Road Central, Hong Kong (the “**Investor**”);
3. **CITIGROUP GLOBAL MARKETS ASIA LIMITED** of 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
4. **CITIC SECURITIES (HONG KONG) LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITIC Securities**”, together with Citi, the “**Joint Sponsors**”, and each a “**Joint Sponsor**”); and
5. **CLSA LIMITED** of 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”, together with Citi, the “**Overall Coordinators**”, and each an “**Overall Coordinator**”).

WHEREAS:

- (A) The Company has made an application for the listing of its Shares (as defined below) on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:
 - (i) a public offering by the Company for subscription of 17,201,500 Shares (subject to reallocation) by the public in Hong Kong (the “**Hong Kong Public Offering**”); and
 - (ii) a conditional placing of 154,813,200 Shares (subject to reallocation and the Over-allotment Option) offered by the Company outside the United States to investors (including placing to professional and institutional investors in Hong Kong) in reliance on Regulation S under the Securities Act (as defined below) and in the United States to qualified institutional buyers (“**QIBs**”) in reliance upon Rule 144A or another available exemption from registration under the Securities Act (the “**International Offering**”).
- (B) Citi and CITIC Securities are acting as the Joint Sponsors. Citi and CLSA are acting as the Sponsor-Overall Coordinators, Overall Coordinators and Joint Global Coordinators of the Global Offering.
- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this Agreement, including its schedules and its recitals, each of the following terms and expressions shall have the following meanings unless the context otherwise requires:

“affiliate” in relation to a particular individual or entity, unless the context otherwise requires, means any individual or entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, the individual or entity specified. For the purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise;

“AFRC” means The Accounting and Financial Reporting Council of Hong Kong;

“Aggregate Investment Amount” means the amount equal to the Offer Price multiplied by the number of Investor Shares;

“Approvals” has the meaning given to it in clause 6.2(g);

“associate/close associate” shall have the meaning ascribed to such term in the Listing Rules and **“associates/close associates”** shall be construed accordingly;

“Brokerage” means brokerage calculated as 1% of the Aggregate Investment Amount as required by paragraph 7(1) of the Fee Rules (as defined under the Listing Rules);

“business day” means any day (other than Saturday and Sunday and a public holiday in Hong Kong) on which licensed banks in Hong Kong are generally open to the public in Hong Kong for normal banking business and on which the Stock Exchange is open for the business of dealing in securities;

“CCASS” means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;

“Closing” means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;

“CMI(s)” means capital market intermediary(ies) as defined under the Code of Conduct for bookbuilding and placing activities in equity capital market transactions;

“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;

“connected person/core connected person” shall have the meaning ascribed to such term in the Listing Rules and **“connected persons/core connected persons”** shall be construed accordingly;

“connected relationship” shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“controlling shareholder” shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules, and **“controlling shareholders”** shall be construed accordingly;

“CSRC” means the China Securities Regulatory Commission, a regulatory body responsible for the supervision and regulation of the PRC national securities markets;

“CSRC Filing Rules” means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

“dispose of” includes, in respect of any Relevant Shares, directly or indirectly:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell or creating any encumbrance over or agreeing to create any encumbrance over), either directly or indirectly, conditionally or unconditionally, or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or

- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and **“disposal”** shall be construed accordingly;

“FINI” shall have the meaning ascribed to such term in the Listing Rules;

“Global Offering” has the meaning given to it in Recital (A);

“Governmental Authority” means any governmental, 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);

“Group” means the Company and its subsidiaries;

“Guide” means the Guide for New Listing Applicants published by the Stock Exchange, as amended, supplemented or otherwise modified from time to time;

“HK\$” or **“Hong Kong dollar”** means the lawful currency of Hong Kong;

“Hong Kong” means the Hong Kong Special Administrative Region of the PRC;

“Hong Kong Public Offering” has the meaning given to it in Recital (A);

“HKSCC” means Hong Kong Securities Clearing Company Limited, a wholly-owned subsidiary of Hong Kong Exchange and Clearing Limited;

“Indemnified Parties” has the meaning given to it in clause 6.5, and **“Indemnified Party”** shall mean any one of them, as the context shall require;

“International Offering” has the meaning given to it in Recital (A);

“International Offering Circular” means the final offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering;

“Investor-related Information” has the meaning given to it in clause 6.2(i);

“Investor Shares” means the number of Shares to be subscribed for by the Investor in the International Offering in accordance with the terms and conditions herein and as calculated in accordance with Schedule 1 and determined by the Company and the Overall Coordinators;

“Laws” means all laws, statutes, legislation, ordinances, measures, rules, regulations, guidelines, guidance, decisions, opinions, notices, circulars, directives, requests, orders, judgments, decrees or rulings of any Governmental Authority (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions;

“Levies” means the SFC transaction levy of 0.0027% (or the prevailing transaction levy on the Listing Date) and the Stock Exchange trading fee of 0.00565% (or the prevailing trading fee on the Listing Date) and the AFRC transaction levy of 0.00015% (or the prevailing transaction levy on the Listing Date), in each case, of the Aggregate Investment Amount;

“Listing Date” means the date on which the Shares are initially listed on the Main Board of the Stock Exchange;

“Listing Rules” means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and the listing decisions, the Guide, guidelines and other requirements of the Stock Exchange, each as amended or supplemented or otherwise modified from time to time;

“Lock-up Period” has the meaning given to it in clause 5.1;

“Offer Price” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;

“Over-allotment Option” has the meaning given to it in the International Offering Circular;

“Parties” means the named parties to this Agreement, and **“Party”** shall mean any one of them, as the context shall require;

“PRC” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the People’s Republic of China and Taiwan;

“Preliminary Offering Circular” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;

“Professional Investor” has the meaning given to it in Part 1 of Schedule 1 to the SFO;

“Prospectus” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;

“Public Documents” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;

“QIB(s)” has the meaning given to it in Recital (A);

“Regulation S” means Regulation S under the Securities Act;

“Regulators” has the meaning given to it in clause 6.2(i);

“Relevant Shares” means the Investor Shares subscribed for by the Investor pursuant to this Agreement, and any shares or other securities of or interests in the Company which are derived from the Investor Shares pursuant to any rights issue, capitalization issue or other form of capital reorganization (whether such transactions are to be settled in cash or otherwise);

“Rule 144” means Rule 144 under the Securities Act;

“Rule 144A” means Rule 144A under the Securities Act;

“Securities Act” means the United States Securities Act of 1933, as amended, supplemented or otherwise modified from time to time, and the rules and regulations promulgated thereunder;

“SFC” means The Securities and Futures Commission of Hong Kong;

“SFO” means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Share(s)” means the ordinary shares in the share capital of the Company having a nominal value of US\$0.02 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

“Stock Exchange” means The Stock Exchange of Hong Kong Limited;

“subsidiary” has the meaning given to it in the Companies Ordinance;

“U.S.” and **“United States”** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“US\$” or **“US dollar”** means the lawful currency of the United States; and

“U.S. Person” has the meaning given to it in Regulation S.

1.2 In this Agreement, unless the context otherwise requires:

- (a) a reference to a **“clause”**, **“sub-clause”** or **“schedule”** is a reference to a clause or sub-clause of or a schedule to this Agreement;
- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;
- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;
- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:
 - (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;
 - (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and
 - (iii) to any subordinate legislation made under it;
- (g) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;
- (h) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);
- (i) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and
- (j) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

2. INVESTMENT

- 2.1 Subject to the conditions referred to in clause 3 below being fulfilled (or waived by the Parties, except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Overall Coordinators and the Joint Sponsors) and other terms and conditions of this Agreement:
 - (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and
 - (b) the Investor will pay the Aggregate Investment Amount, the Brokerage and the Levies in respect of the Investor Shares in accordance with clause 4.2.
- 2.2 The Company and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering) will determine, in such manner as they may agree, the Offer Price. The exact number of the Investor Shares will be finally determined by

the Company and the Overall Coordinators in accordance with Schedule 1, and such determination will be conclusive and binding on the Investor, save for manifest error.

3. CLOSING CONDITIONS

- 3.1 The Investor's obligation under this Agreement to subscribe for, and the obligations of the Company and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares pursuant to clause 2.1 are conditional only upon each of the following conditions having been satisfied or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) at or prior to the Closing:
- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;
 - (b) the Offer Price having been agreed upon between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering);
 - (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the 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;
 - (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and
 - (e) the respective agreements, representations, warranties, undertakings, confirmations and acknowledgements of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date and the Closing, as applicable) accurate, true and complete in all respects and not misleading or deceptive and that there is no breach of this Agreement on the part of the Investor.
- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or jointly waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the condition under clause 3.1(e) can only be jointly waived by the Company, the Overall Coordinators and the Joint Sponsors) on or before the date that is one hundred and eighty (180) days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the

Overall Coordinators and the Joint Sponsors), the obligation of the Investor to purchase, and the obligations of the Company, and the Overall Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Overall Coordinators and/or the Joint Sponsors 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 agreements, representations, warranties, undertakings, confirmations and acknowledgements given by the Investor under this Agreement during the period until the aforementioned date under this clause.

- 3.3 The Investor acknowledges that there can be no guarantee that the Global Offering will be completed or will not be delayed or terminated, or that the Offer Price will be within the indicative range set forth in the Public Documents, and no liability of the Company, the Overall Coordinators or the Joint Sponsors to the Investor will arise if the Global Offering is delayed or terminated, does not proceed or is not completed for any reason by the dates and times contemplated or at all, or if the Offer Price is not within the indicative range set forth in the Public Documents. The Investor hereby waives any right (if any) to bring any claim or action against the Company, the Overall Coordinators and/or the Joint Sponsors or their respective subsidiaries, affiliates, officers, directors, 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.

4. CLOSING

- 4.1 Subject to clause 3 and this clause 4, the Investor will subscribe for the Investor Shares at the Offer Price pursuant to, and as part of, the International Offering and through the Overall Coordinators (and/or their respective affiliates) in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering. Accordingly, the Investor Shares will be subscribed for contemporaneously with the closing of the International Offering, at such time and in such manner as shall be determined by the Company and the Overall Coordinators.

In the event that (a) the requirement pursuant to Rule 8.08(3) of the Listing Rules in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public Shareholders; (b) the minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules or as otherwise waived by the Stock Exchange; (c) the free float requirements under Rule 8.08A of the Listing Rules; or (d) the paragraph 3.2 of Practice Note 18 to the Listing Rules cannot be satisfied, the Joint Sponsors, the Overall Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be subscribed for by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to the Listing Rules.

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators) by the same day value credit on the Listing Date on a delivery versus payment basis in Hong Kong dollar in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date. The allocated quantity and the total amount payable by the Investor under this Agreement may be notified to the Investor by the Overall Coordinators in writing no later than one (1) clear business day prior to the Listing Date.
- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators in writing no later than three (3) business days prior to the Listing Date.
- 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 Joint Sponsors reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Overall Coordinators and the Joint Sponsors shall cease and terminate (but without prejudice to any claim which the Company, the Overall Coordinators and the Joint Sponsors may have against the Investor arising out of its failure to comply with its obligations under this Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any losses, costs, expenses, claims, liabilities, proceedings and/or damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.
- 4.5 None of the Company, the Overall Coordinators, the Joint Sponsors and their respective subsidiaries, affiliates, officers, directors, supervisors, employees, advisors, associates, partners, agents and representatives shall be liable (whether jointly or severally) for any failure or delay in the performance of their respective obligations under this Agreement due to circumstances beyond their control, and each of the Company, the Joint Sponsors and the Overall Coordinators shall be entitled to terminate this Agreement, if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond its control, including, but not limited to, acts of God, flood, epidemic, pandemic or outbreak of diseases (including but not limited to avian influenza, severe acute respiratory syndrome, H1N1 influenza, H5N1, MERS, Ebola virus and COVID-19, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption, severe transport disruption, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities), war (whether declared or undeclared), terrorism, fire, riot, rebellion, civil commotion, strike, lockout, breakdown of government operations, public disorder, political unrest, outbreak or escalation of hostilities, other industrial action, severe transportation disruption, earthquake and

other natural disaster, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labor dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like. However, termination under this clause 4.5 shall not affect any rights or liabilities that have accrued to any party under this Agreement prior to or at the time of termination.

5. RESTRICTIONS ON THE INVESTOR

- 5.1 The Investor agrees, covenants with and undertakes to the Company, the Overall Coordinators and the Joint Sponsors that without the prior written consent of each of the Company, the Overall Coordinators and the Joint Sponsors, the Investor will not, and will cause its affiliate not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six(6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the foregoing securities; (ii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iii) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction; or (iv) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i), (ii) and (iii), and 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 use reasonable endeavours to ensure that such disposal would not create a disorderly and false market in the Relevant Shares and will comply with all applicable Laws.
- 5.2 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Overall Coordinators and the Joint Sponsors, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital at all times and it would not become a core connected person of the Company within the meaning of the Listing Rules during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 and Rule 8.08(1) of the Listing Rules) to fall below the required percentage set out in the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Overall Coordinators and the Joint Sponsors in writing if it comes to its attention of any of the abovementioned situations.
- 5.3 The Investor agrees that the Investor’s holding of the Company’s share capital is on a discretionary investment basis, and to, upon reasonable request by the Company, the

Overall Coordinators and/or the Joint Sponsors, provide reasonable evidence to the Company, the Overall Coordinators and the Joint Sponsors showing that the Investor's holding of the Company's share capital is on a discretionary investment basis. The Investor shall not, and shall procure that none of its controlling shareholder(s), affiliates, associates and their respective beneficial owners shall, apply for or place an order through the book building process for the Shares in the Global Offering (other than the Investor Shares) or make an application for the Shares in the Hong Kong Public Offering, unless such action is disclosed to the Company, the Overall Coordinators and the Joint Sponsors and is in compliance with the guidance set out in Chapter 4.15 of the Guide.

- 5.4 The Investor and its affiliates, associates, directors, officers, employees or agents have not accepted or entered into, shall not accept or enter into, and will not accept or enter into, whether directly or indirectly, any arrangement or agreement, including any side letter, which is inconsistent with, or in contravention of, the Listing Rules (including Appendix F1 (Placing Guidelines for Equity Securities)) to the Listing Rules, Chapter 4.15 of the Guide or written guidance published by the Hong Kong regulators) with the Company, the controlling shareholder of the Company, any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that neither it nor its affiliates, directors, officers, employees or agents have entered into or will enter into such arrangements or agreements.

6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES

- 6.1 The Investor agrees, confirms and acknowledges to each of the Company, the Overall Coordinators and the Joint Sponsors that:
- (a) each of the Company, the Overall Coordinators and the Joint Sponsors and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents;
 - (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, the SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;
- (d) the Offer Price is to be determined solely and exclusively by an agreement between the Company and the Overall Coordinators (for themselves and on behalf of the other underwriters of the Global Offering) in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;
- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the International Offering;
- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the articles of association or other constituent or constitutional documents of the Company and this Agreement;
- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules, Chapter 4.14 of the Guide, or the placing guidelines set out in Appendix F1 to the Listing Rules, or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;
- (h) the Overall Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying (1) Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (2) the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules;
- (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 Joint Sponsors have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;
- (j) neither the Company, the Overall Coordinators, the Joint Sponsors nor any of their respective subsidiaries, agents, directors, employees or affiliates nor any other party involved in the Global Offering takes any responsibility 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;

- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;
- (l) if the Investor is subscribing for the Investor Shares in reliance on Rule 144A under the Securities Act, the Investor Shares will constitute “restricted securities” within the meaning of Rule 144 under the Securities Act;
- (m) transfer of the Investor Shares may only be made (A) inside the United States in accordance with Rule 144 under the Securities Act or another available exemption thereunder; or (B) outside the United States in an “offshore transaction” (as defined in Regulation S) 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;
- (n) none of the Company, the Overall Coordinators and the Joint Sponsors or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144 or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;
- (o) the Investor agrees, to the fullest extent permitted by applicable Laws, to waive any claims it may have against any of the Joint Sponsors, the Overall Coordinators, the other underwriters and the Company, their respective affiliates, directors, officers, employees, advisors and representatives arising out of or in connection with this Agreement and the Global Offering provided that such waiver shall not apply to any claims arising from fraud, wilful misconduct or gross negligence of any such person;
- (p) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor’s investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers, agents and representatives (the “**Authorized Recipients**”) on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been

disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

- (q) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circulars provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:
 - (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer to sell or the solicitation of any offer to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;
 - (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and
 - (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor and/or its representatives, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);
- (r) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;
- (s) neither the Investor, nor any of its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) or any form of general solicitation or general

advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) with respect to the Investor Shares;

- (t) it has been furnished with all information it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares and has been given the opportunity to ask questions and receive answers from the Company, the Overall Coordinators or the Joint Sponsors concerning the Company, the Investor Shares or other related matters it deems necessary or desirable to evaluate the merits and risks of the acquisition for the Investor Shares, and that the Company has made available to the Investor or its agents all documents and information in relation to an investment in the Investor Shares required by or on behalf of the Investor;
- (u) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information (whether prepared by the Company, the Overall Coordinators, the Joint Sponsors or their respective affiliates, representatives or advisers or otherwise) which may have been furnished to the Investor by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Overall Coordinators, the Joint Sponsors and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;
- (v) none of the Overall Coordinators, the Joint Sponsors, the CMIs, the other underwriters and their respective directors, 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 final International Offering Circular, none of the Company and its directors, 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;
- (w) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the

disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

- (x) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Overall Coordinators, the Joint Sponsors or the CMIs or the underwriters in connection with the Global Offering and none of the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, partners, agents or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription of the Investor Shares by the Investor or in relation to any dealings in the Investor Shares;
- (y) no public market now exists for the Investor Shares, and that the Company, the Overall Coordinators, the Joint Sponsors, the CMIs, the underwriters or their respective subsidiaries, affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives have made no assurances that a public or active market will ever exist for the Investor Shares;
- (z) any trading in the Shares is subject to compliance with applicable laws and regulations, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable laws, regulations or relevant rules of any competent securities exchange;
- (aa) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognized by the Company in respect of the Relevant Shares;
- (bb) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Overall Coordinators, the Joint Sponsors or any of their respective subsidiaries, associates, affiliates, directors, supervisors, officers, employees, advisors, agents, partners or representatives to the Investor or its subsidiaries will arise;
- (cc) the Company and the Overall Coordinators 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;

- (dd) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Sponsors and/or the CMI's on the other hand in relation to the Global Offering, other than this Agreement and the non-disclosure agreement entered into among the Investor, the Company, the Overall Coordinators and the Joint Sponsors; and
- (ee) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by same day value credit on the Listing Date on a delivery versus payment basis.

6.2 The Investor further represents, warrants and undertakes to each of the Company, the Overall Coordinators and the Joint Sponsors that:

- (a) it has been duly incorporated and is validly existing and in good standing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;
- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to all Laws applicable to the Investor or would require any registration or licensing within the jurisdiction that the Investor is in;
- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;
- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement;
- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;
- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;
- (g) all consents, approvals, authorizations, permissions and registrations (the "**Approvals**") under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect and are not invalidated, revoked, withdrawn or set aside and none of the Approvals is subject to any condition precedent which has not been fulfilled or performed. All Approvals have not been invalidated, revoked, withdrawn or set aside as at the date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn

or set aside. The Investor further agrees and undertakes to promptly notify the Company, the Overall Coordinators and the Joint Sponsors forthwith if the Approvals cease to be in full force and effect for any reason;

- (h) the execution and delivery of this Agreement by the Investor, and its performance of this Agreement and the subscription for the Investor Shares and the consummation of the transactions contemplated herein will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;
- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause to or procure information to be provided, either directly or indirectly via the Company, the Overall Coordinators and/or the Joint Sponsors, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner(s) and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription of 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 of the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand the Company and any of its shareholders on the other hand) (collectively, the "**Investor-related Information**") within the time and as requested by the Regulators. The Investor further authorizes each of the Company, the Overall Coordinators and the Joint Sponsors or their respective affiliates, directors, officers, employees, advisors and representatives to disclose to such Regulators all information relating to the transactions hereunder as such Regulators may request and/or disclose any such information in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;
- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective

investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor and by entering into this Agreement, it is not a client of any of the Overall Coordinators, the Joint Sponsors, the CMI's or the underwriters in connection with the Global Offering and the transactions contemplated thereunder;
- (l) it is subscribing for the Investor Shares on a discretionary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;
- (m) it is doing so in an "offshore transaction" within the meaning of Regulation S and it is not a U.S. Person;
- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;
- (o) save as otherwise disclosed in this Agreement or previously notified to the Joint Sponsors and the Overall Coordinators in writing, the Investor and its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor's subscription for the Investor Shares will not constitute a connected transaction or result in the Investor and its beneficial owner(s) becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC), any connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (a) any core connected person (as defined in the Listing Rules) of the Company or (b) the Company, any of the directors, chief executives, controlling shareholder, substantial shareholders or existing shareholders of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to taking and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; (v) do not fall under any category of the persons described under paragraph 1C in Appendix F1 to the Listing Rules (Placing Guidelines for Equity Securities); and (vi) have no connected relationship with

the Company or any of its shareholders unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

- (p) the Investor has not obtained and does not intend to obtain a loan or other form of financing to meet its payment obligations under this Agreement;
- (q) each of the Investor, its beneficial owner(s) and/or associates, and the person (if any) for whose account the Investor is purchasing the Investor Shares and/or its associates, is not a “connected client” of any of the Overall Coordinators, the Joint Sponsors, the bookrunner(s), the lead manager(s), the underwriters, the CMI(s) of the Global Offering, the lead broker or any distributors made known to the Investor and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (r) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;
- (s) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement) or existing shareholder of the Company or its associates or a nominee of any of the foregoing;
- (t) the Investor will provide the required information to be submitted to the Stock Exchange and HKSCC through FINI and ensure that all such information provided by the Investor are true, complete and accurate in all material respects, and such information will be shared with the Company, the Stock Exchange, SFC and such other regulatory authorities in Hong Kong as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators involved in the Global Offering;
- (u) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than “cornerstone investor”) as set out in the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company’s allotment results announcement;
- (v) the Investor has not entered and will not enter into any contractual arrangement with any “distributor” (as defined in Regulation S) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

- (w) the subscription for the Investor Shares will comply with the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and the chapter 4.15 of the Guide;
- (x) the aggregate holding (direct or 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 (having the meaning under the Listing Rules) to fall below the percentage required by the Listing Rules or as otherwise approved by the Stock Exchange;
- (y) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by the Company, any of its subsidiaries or connected person, by any one of the Overall Coordinators, and the Joint Sponsors, or by any one of the CMIs or 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 made known to the Investor who have participated or will participate in the Global Offering and any of their associates;
- (z) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the chapter 4.15 of the Guide) has been or shall be entered into or made between the Investor or its affiliates, directors, officers, employees or agents on the one hand and the Company or any member of the Group and their respective affiliates, directors, officers, employees and agents;
- (aa) except as provided for in this Agreement or save as previously notified to the Joint Sponsors and the Overall Coordinators, 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;
- (bb) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;
- (cc) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, none of the Investor, its respective beneficial owner(s) or any of its associates has applied for or placed or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement.

6.3 The Investor represents and warrants to the Company, the Overall Coordinators and the Joint Sponsors that the description set out in Schedule 2 in relation to it and the group of companies of which it is a member and all Investor-related Information provided to and/or as requested by the Regulators and/or any of the Company, the Joint Sponsors and the Overall Coordinators and their respective affiliates is true, complete and accurate and is not misleading. Without prejudice to the provisions of clause 6.1(b), the Investor irrevocably consents to the reference to and inclusion of its name and all or part of the description of this Agreement (including the description set out in Schedule 2) in the Public Documents, marketing and roadshow materials and such other

announcements or displayed documents which may be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering, insofar as necessary in the sole opinion of the Company, the Overall Coordinators and the Joint Sponsors. The Investor undertakes to provide as soon as possible such further information and/or supporting documentation relating to it, its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters which may reasonably be requested by the Company, the Overall Coordinators and/or the Joint Sponsors to ensure its compliance with applicable Laws and/or companies or securities registration and/or the requests of competent Regulators or Governmental Authority including the Stock Exchange, the SFC and the CSRC. The Investor hereby agrees that after reviewing the description in relation to it and the group of companies of which it is a member to be included in such drafts of the Public Documents and other marketing materials relating to the Global Offering from time to time provided to the Investor and making such amendments as may be reasonably required by the Investor (if any), the Investor shall be deemed to warrant that such description in relation to it and the group of companies of which it is a member is true, accurate and complete in all respects and is not misleading.

- 6.4 The Investor understands that the warranties, undertakings, 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 Joint Sponsors, the underwriters, the CMI 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 Joint Sponsors promptly in writing if any of the warranties, undertakings, representations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.
- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Overall Coordinators, the Joint Sponsors and the CMI and the underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, supervisors, employees, staff, associates, partners, agents, advisors and representatives (collectively, the **"Indemnified Parties"**), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares and transactions contemplated hereunder, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its officers, directors, employees, staff, affiliates, advisors, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.
- 6.6 Each of the agreements, representations, warranties, undertakings, confirmations and acknowledgements 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 agreement, representation, warranty, undertaking, confirmation or acknowledgement and shall be deemed to be repeated on the Listing Date.

6.7 The Company represents, warrants and undertakes that:

- (a) it has been duly incorporated and is validly existing and in good standing under the laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its bankruptcy, liquidation or winding up;
- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;
- (c) subject to 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 Shares then in issue and to be listed on the Stock Exchange;
- (d) none of the Company and its controlling shareholder (as defined in the Listing Rules), any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Chapter 4.15 of the Guide) with any of the Investors or its affiliates, directors, officers, employees or agents; and
- (e) except as provided for in this Agreement, neither the Company or any member of the Group nor any of their respective affiliates, directors, supervisors, officers, employees or agents has entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares.

6.8 The Company acknowledges, confirms and agrees that the Investor will be relying on information contained in the International Offering Circular and that the Investor shall have the same rights in respect of the International Offering Circular as other investors purchasing Shares in the International Offering.

7. TERMINATION

7.1 This Agreement may be terminated:

- (a) in accordance with clauses 3.2, 4.4 or 4.5;
- (b) solely by the Company, or by each of the Overall Coordinators and the Joint Sponsors, in the event that there is a material breach of this Agreement on the part of the Investor (including a material breach of the agreements, representations, warranties, undertakings, confirmations and acknowledgements by the Investor under this Agreement) on or before the

closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

(c) with the written consent of all the Parties.

7.2 Subject to clause 7.3, in the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clause 10 set forth below) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination.

7.3 Notwithstanding the above, clause 6.5 shall survive the termination of this Agreement in all circumstances, and the indemnities given by the Investor herein shall survive notwithstanding the termination of this Agreement.

8. ANNOUNCEMENTS AND CONFIDENTIALITY

8.1 Save as otherwise provided in this Agreement and the 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 Joint Sponsors, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Overall Coordinators and/or the Joint Sponsors is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Overall Coordinators and/or the Joint Sponsors in connection with the Global Offering;
- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, 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, 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, officers and relevant employees, representatives and agents of the Party; and
- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and making it available on display in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the

Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

- 8.2 No other reference or disclosure shall be made regarding this Agreement or any ancillary matters hereto by the Investor, except where the Investor shall have consulted the Company, the Overall Coordinators and the Joint Sponsors in advance to seek their prior written consent as to the principle, form and content of such disclosure.
- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Overall Coordinators and the Joint Sponsors to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Overall Coordinators and the Joint Sponsors and their respective counsels.
- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its ownership (including ultimate beneficial ownership), its relationship with the Company and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Overall Coordinators or the Joint Sponsors) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and/or the Overall Coordinators to comply with applicable companies or securities registration and/or the requests of competent Regulators, including but not limited to the Stock Exchange, the SFC and the CSRC.

9. NOTICES

- 9.1 All notices delivered hereunder shall be in writing in either the English or Chinese language and shall be delivered in the manner required by clause 9.2 to the following addresses:

If to the Company, to:

Address:	26th Floor, Building A, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC
Email:	ir@ligent.com
Attention:	Investor Relations Department

If to the Investor, to:

Address:	35 th Floor, Gloucester Tower, 15 Queen's Road Central
Email:	Nicola.Lai@barings.com
Attention:	Nicola Lai

If to Citi, to:

Address: 50/F, Champion Tower, Three Garden Road, Central,
Hong Kong
Email: projectlegend.ap.wg@citi.com
Attention: ECM

If to CITIC Securities, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: project_legend2025@citics.com
Attention: Project Legend 2025 Deal Team

If to CLSA, to:

Address: 18/F, One Pacific Place, 88 Queensway, Hong Kong
Email: projectlegend2025@clsa.com
Attention: Project Legend 2025 Deal Team

- 9.2 Any notice delivered hereunder shall be delivered by hand, 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.

10. GENERAL

- 10.1 Each of the Parties confirms and represents that this Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligations and is enforceable against it in accordance with its terms. Except for such consents, approvals and authorizations as may be required by the Company to implement the Global Offering, no corporate, shareholder or other consents, approvals or authorizations are required by such Party for the performance of its obligations under this Agreement and each of the Parties further confirms that it can perform its obligations described hereunder.
- 10.2 The obligations of each of the Joint Sponsors and the Overall Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors or the Overall Coordinators will be liable for any failure on the part of any of the other Joint Sponsors or Overall Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other Joint Sponsors or Overall Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors and the Overall Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors and Overall Coordinators, to the extent permitted by applicable laws.

- 10.3 Save for manifest error, calculations and determinations made in good faith by the Company and the Overall Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor pursuant to clause 4.2 of the Agreement and for the purposes of this Agreement.
- 10.4 The Investor, the Company, the Overall Coordinators and the Joint Sponsors shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.
- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties. For the avoidance of doubt, any alteration to, or variation of, this Agreement shall not require any prior notice to or consent from any person who is not a Party.
- 10.6 This Agreement will be executed in the English language only.
- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.
- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.
- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.
- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.
- 10.11 To the extent otherwise set out in this clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- (a) Indemnified Parties may enforce and rely on clause 6.5 to the same extent as if they were a party to this Agreement.
 - (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

- 10.12 Each of the Overall Coordinators and the Joint Sponsors has the power and is hereby authorized to delegate all or any of 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 or the Investor) to any one or more of their affiliates. Such Overall Coordinator(s) or Joint Sponsor(s) shall remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.
- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.
- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.
- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Overall Coordinators and the Joint Sponsors shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.
- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.
- 10.18 Each of the Parties irrevocably and unconditionally agree that this Agreement may be executed by way of attaching electronic signatures in compliance with applicable Laws, and the method used is reliable, and is appropriate, for the purpose for which the information contained in the document is communicated.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 11.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof (“**Dispute**”), shall be settled by arbitration in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force as of the date of submitting the arbitration application. The place of arbitration shall be Hong Kong and the governing law of the arbitration proceedings shall be Hong Kong Law. There shall be three arbitrators and the language in the arbitration proceedings shall be English. The decision and award of the arbitral tribunal shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction, and the parties irrevocably and unconditionally waive any and all rights to any form of appeal, review or recourse to any judicial authority, insofar as such waiver may be validly made. Notwithstanding the foregoing, the parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction, before the arbitral tribunal has been appointed. Without prejudice to such provisional remedies as may be available under the jurisdiction of a national court, the arbitral tribunal shall have full authority to grant provisional remedies or order the parties to request that a court modify or vacate any temporary or preliminary relief issued by a such court, and to award damages for the failure of any party to respect the arbitral tribunal’s orders to that effect.

12. IMMUNITY

- 12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

13. RECOGNITION OF THE U.S. SPECIAL RESOLUTION REGIMES

- 13.1 In the event that any Party that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Party of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 13.2 In the event that any Party that is a Covered Entity or a BHC Act Affiliate of such Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default

Rights under this Agreement that may be exercised against such Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

13.3 For purposes of the preceding clauses 13.1 and 13.2 regarding the Recognition of the U.S. Special Resolution Regime:

- (a) **“BHC Act Affiliate”** has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k);
- (b) **“Covered Entity”** means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);
- (c) **“Default Right”** has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and
- (d) **“U.S. Special Resolution Regime”** means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

14. COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, and by each Party hereto on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart signature page of this Agreement by e-mail attachment (PDF) or telecopy shall be an effective mode of delivery.

IN WITNESS whereof each of the Parties has executed this Agreement by its duly authorized signatory on the date set out at the beginning.

FOR AND ON BEHALF OF:

Ligent Technologies, Inc.
纳真科技公司

A handwritten signature in black ink, appearing to be 'Wang Hui', is written over a horizontal line.

Name: Wang Hui

Title: Executive Director

FOR AND ON BEHALF OF:

**BARING ASSET MANAGEMENT
(ASIA) LIMITED**

**(in its capacity as the discretionary
investment manager of certain fund(s) and
investment account(s))**

By:

A handwritten signature, appearing to be 'W. Fong', is written over a horizontal line.

Name: William Fong

Title: Director

for and on behalf of:

Citigroup Global Markets Asia Limited

By:

A handwritten signature in black ink, appearing to be 'W' or 'K', positioned above a horizontal line.

Name: Kevin Qian
Title: Managing Director

for and on behalf of:

CITIC Securities (Hong Kong) Limited

By:

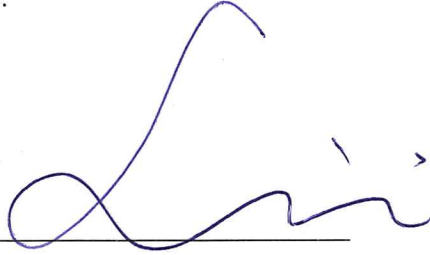
A handwritten signature in black ink, appearing to be 'Stone Shi', written over a horizontal line.

Name: Stone Shi
Title: Executive Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in blue ink, appearing to be 'Li Li', is written over a horizontal line.

Name: Li Li

Title: Managing Director

for and on behalf of:

CLSA Limited

By:

A handwritten signature in black ink, appearing to be 'Stone Shi', is written above a horizontal line.

Name: Stone Shi

Title: Executive Director

SCHEDULE 1

INVESTOR SHARES

Number of Investor Shares

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 5,000,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate 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 Shares.

Pursuant to paragraph 4.2 of Practice Note 18 to the Listing Rules, Chapter 4.14 of the Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Overall Coordinators 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 Shares in public hands on the Listing Date shall be beneficially owned by the three largest public Shareholders; and (ii) compliance with the relevant minimum requirements under the Listing Rules including without limitation the public float requirements under Rule 8.08(1) of the Listing Rules, the free float requirements under Rule 8.08A of the Listing Rules, paragraph 3.2 of Practice Note 18 to the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

SCHEDULE 2

PARTICULARS OF INVESTOR

The Investor

Place of incorporation:	Hong Kong
Certificate of incorporation number:	N/A
Business registration number:	09546243
LEI number:	N/A
Business address and telephone number and contact person	35 th Floor, Gloucester Tower, 15 Queen's Road Central, Hong Kong Contact person: Nicola Lai (852) 2973-3463
Principal activities:	Licensed with the SFC for asset management (ty in securities (type 1), dealing in futures contracts advising on securities (type 4) and advising on fi (type 5)
Ultimate controlling shareholder:	Massachusetts Mutual Life Insurance Company
Place of incorporation of ultimate controlling shareholder:	USA
Business registration number and LEI number of ultimate controlling shareholder:	Business registration number: N/A LEI number: R6Z XK5P01NP6HXS Y1S07
Principal activities of ultimate controlling shareholder:	Massachusetts Mutual Life Insurance Company is a mutual life insurance company primarily engaged in insurance, retirement and investment solutions, asset management and venture capital
Shareholder and interests held:	82%
Description of the Investor for insertion in the Prospectus:	Baring Asset Management (Asia) Limited (“ Barings ”) is a subsidiary of Barings LLC which is part of the Barings Group. Barings Group is a US\$502 billion (assets under management as of June 30, 2026) global alternative asset manager that partners with institutional, insurance, and wealth clients, and

supports leading businesses with flexible financing solutions. Barings LLC, a subsidiary of Massachusetts Mutual Life Insurance Company (“**MassMutual**”) with a minority investment from MS&AD Insurance Group Holdings, Inc, seeks to deliver excess returns by leveraging its global scale and capabilities across credit, real assets, capital solutions and emerging markets. MassMutual is a leading mutual life insurance company that is run for the benefit of its members and participating policyowners. Founded in 1851, the company has been guided by one consistent purpose: to help people secure their future and protect the ones they love. With a focus on delivering long-term value, MassMutual offers a wide range of protection, accumulation, wealth management and retirement products and services.

Barings in its capacity as the investment manager for and on behalf of certain fund(s) and discretionary investment account(s) participates in this cornerstone investment, on a discretionary basis. The fund under management which will beneficially own the subscribed shares is Barings International Umbrella Fund — Barings Hong Kong China Fund, a SFC authorized fund. Currently, no investor holds beneficial ownership of 30% or more in the fund.

cornerstone investor

PRC governmental body

Relevant investor category(ies) (as required to be included on the Stock Exchange’s FINI placee list template or required to be disclosed by the FINI interface in relation to placees

厦门

宽带开曼

协议编号: HS2025071802

股份购买协议

本协议由以下各方于2025年 7 月 24 日签署:



1. Hisense Broadband Multimedia Technologies, Ltd. (海信宽带多媒体技术公司, 以下简称“公司”), 一家在开曼群岛注册的公司, 其注册地址为Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands;
2. 青岛海信宽带多媒体技术有限公司 (“青岛海信宽带”), 一家在中国注册成立的公司, 其注册地址为: 青岛经济技术开发区前湾港路218号;
3. 海信集团控股股份有限公司 (“海信集团控股”), 一家在中国注册成立的公司, 其注册地址为: 青岛市经济技术开发区前湾港路218号
4. Ligent International Inc. (“Ligent 国际”), 一家在英属维尔京群岛注册成立的公司, 其注册地址为: Trident Chambers, P.O. Box 146, Road Town, Tortola, British Virgin Islands;
5. Global Optical Holdings Limited, (“Global Optical”, 全球光通信控股有限公司) 一家在香港注册成立的公司, 其注册地址为: 2710, The Center, #99 Queen's Road, Central, Hong Kong;
6. Archcom Delaware Holding LLC, (“Archcom LLC”), 一家在美国特拉华州注册成立的公司, 其注册地址为: 1811 Silverside Road, Wilmington, DE 19810, County of New Castle, USA;
7. 青岛博朗德宽带股份有限公司 (“青岛博朗德”), 一家在中国注册成立的公司, 其注册地址为: 山东省青岛市崂山区松岭路399号海信研发中心A6-6;
8. AI TALENTS LP (“AI TALENTS”), 一家在美国特拉华州注册成立的公司, 其注册地址为: 2140 South Dupont Highway, in the city of Camden, zip code 19934;
9. 本协议附录一“投资人名单”所列的每个实体 (分别称为“投资人 (单数)”, 统称为“投资人” (复数))。

鉴于

- A. 公司为在开曼群岛注册的有限责任公司, 其授权股本为20,000,000股普通股, 每股面值1美元, 其中15,045,024股普通股已经发行认购完毕。
- B. 海信集团控股、公司、厦门先进制造业股权投资基金合伙企业 (有限合伙) (“厦门先进制造”)、厦门火炬高技术产业开发区管理委员会 (“厦门火炬产业”) 与厦门市翔安区人民政府 (“翔安区政府”) 于2025年3月28日签署了《合作框架协议》 (“框架协议”), 就投资厦门联智光通信技术有限公司 (“厦门联智”) 及投资人权利等事项进行了约定。经各方协商一致, 框架协议项下投资人厦门先进制造拟对公司进行直接投资、厦门火炬产业及翔安区政府拟分别通过其关联方厦门火炬润信科技股权投资基金合伙企业 (有限合伙) (“厦门火炬润信”)、厦门国炬翔股权投资合伙企业 (有限合伙) (“厦门国炬翔”) 对公司进行直接投资。



- C. 根据本协议的条款和条件, 公司同意向投资人发行认购股份 (见如下定义), 投资人同意认购该等股份。

各方达成协议如下:

1 释义

1.1 定义

在本协议中, 下列术语具有如下含义:

承诺期, 具有本协议9.7.2条所述含义。

补充认购要约, 具有本协议9.7.4条所述含义。

调整价格, 具有本协议9.8.1条所述含义。

调整股份, 指通过以下公式计算所得的已缴足股款的X(就近取整)股股份:

$$X = (\text{认购总价款} - \text{调整价格} \times \text{累计认购股份}) \div (\text{调整价格} - \text{每股面值})$$

调整股份发行日, 具有本协议9.8.1条所述含义。

关联方, 指就任何个人/实体而言, 直接或间接控制该个人/实体、受其控制或与该个人/实体共同受控制的其他个人/实体。

认购总价款, 具有本协议2.2条所述含义。

适用法律, 适用法律, 指就特定个人/实体而言, 对其或其资产或业务适用及具约束力的法律、法例、法规、判决、普通法规则、裁决、判定、禁令、政府许可或其他政府限制, 或权力机构对前述内容所作的任何适用及具约束力的法规或规例。

章程, 指不时修订或者通过的公司备忘录和章程。

权力机构, 指任何政府机构或任何监管或行政部门或其他任何前述的分部、部门或分支机构。

工作日, 指除周六、周日、香港和大陆法定节假日外的其他日期。

索赔, 指一方就其他方一次违约提起的索赔; “多次索赔”应据此相应进行解释。

截止日, 具有本协议9.7.4条所述含义。

公司董事会, 指公司当时的董事会。

交割, 指根据本协议第5条的规定完成认购股份的认购和发行。

交割日, 指所有应该实现或放弃的条件得以实现或被公司及全体投资人放弃后的第5个工作日, 或者公司与全体投资人书面确定的其他日期。

条件, 指本协议3.1条所列明的条件。

控制, 指就特定个人/实体而言

- a) 持有或享有其50%以上已发行股份或其他股东权益或注册资本; 或

- b) 有能力控制其管理层或经营政策, 不论是通过持有50%以上的投票权、指定其董事会或类似管理机构多数成员、或协议安排等其他方式进行的控制。

被控制、控制的等应相应进行解释。

信守契据, 指本协议附件4规定的信守契据的形式, 或者股东可能合理要求的其他形式的信守契据。

披露函, 指公司就保证事项于本协议签署日向投资人出具的信函, 具体见本协议附件6。

权利负担, 指抵押、保证、质押、留置、选择权、限制、优先购买权、优先认购权、第三方权利或利益、其他形式的任何担保利益、或其他在英属维京群岛及中国法律下可解释为类似的权利, 或具有类似效力的另一种优先安排(包括但不限于所有权转让或所有权保留安排)、任何代理、委托、投票信托安排、权益、优先购买权或者任何对所有权、占有或使用提出的不利请求。

全部现有股东, 指海信集团控股、Ligent国际、Global Optical、Archcom LLC、青岛博朗德、ZHANG Hua、NING JIA、HUANG Weiping、HONG Jin。现有股东指全部现有股东的任何一名。

不可抗力, 指不能合理预见、超出任何一方控制, 并在上述任何情况下均阻碍该方履行的事件。该等事件包括但不限于严重台风、火灾、水灾、地震或其他自然灾害、爆炸、罢工与战争。

充分稀释股本, 指在特定时点, 已发行股份及已发行的期权、认股权证或可转换权利均行权后的股本之和。

集团, 指公司和子公司, 以及任何受公司或子公司重大影响的实体, **集团成员和集团公司**依此进行解释。

香港, 指中华人民共和国香港特别行政区。

受补偿人, 具有本协议7.1.1条所述含义。

上市日, 指公司股票依据合格IPO(定义见下)在相关证券交易所首次开始正式交易的日期。

损失, 指任何/全部引致的损失、罚金、处罚、索赔、损害、责任、判决、合理实际花费、开销和律师费(包括为实现一方要求赔偿的权利而产生的合理成本、花费和费用)以及与此相关的罚款和利息(如有)(但上述损失等事项并不包括间接或相应而产生的损失、经济损失或利润损失)。

主要认股人, 具有本协议9.7.4条所述的含义。

管理报表, 指就某段特定期间或某特定日期(视情况而定), 集团根据IFRS编制的未经审计的合并资产负债表、损益表和现金流量表。

重大不利事件, 指(1)任何单独或共同对集团经营状况、财务状况、经营成果、资产(包括固定资产、无形资产)、负债等带来或可能带来重大不利影响的事实、变更、事件、影响等情况; 或(2)无论通过何种形式, 任何事件、发生或改变(不论本地、国内或国际的, 不论是单独或与其他事项共同构成影

响,不论在交割日之前发生或交割日当日发生)导致的政治、军事、工业、金融、经济、财政、监管或股票市场条件的重大不利变化,但股票或债券资本市场的正常波动或衰退导致的变动除外。

商务主管部门,指中华人民共和国商务部或地方商务局。

发展改革主管部门,指中华人民共和国国家发展和改革委员会或地方发展改革委。

新认购证券,具有本协议9.7.1条所述含义。

通知,指根据本协议条款作出并应依据本协议20条进行解释的通知。

许可,指为集团公司有效设立(包括其设立后的任何变更,包括但不限于股东变更和/或各股东的股权比例的变更)、有效运营业务、集团公司对其财产的所有权、占有、使用或签署或者履行本协议所需要的(若适用):

- a) 允许、执照、同意、许可、证书、资质、说明书、登记或其他授权;或
- b) 通知、报告、评估的备案等。

个人/实体,指任何个人、公司、合伙、信托、公司社团或者非公司社团、合资企业、合资股份公司、有限责任公司、权力机构或其他任何主体,还应包括其法定代表人、承继者(通过合并或其他方式)、经许可的受让人。

中国,指中华人民共和国,为本协议之目的,不包含香港、台湾和澳门。

合格IPO,指公司首次公开发行股份并在上海证券交易所、深圳证券交易所、香港联合交易所或投资人认可的其他证券交易所完成上市交易,前提是:该等证券交易所同意公司的首次公开发行的股份上市及交易。

本协议提及的**合格IPO**的发生或者产生相似效果的其他术语指公司股票满足上述条件后在证券交易所开始交易。

合格IPO最后期限,指交割日后满8年的当日。

人民币,指中华人民共和国当前法定货币。

仲裁规则,具有本协议21.2.1条所述含义。

外管局,指中华人民共和国外汇管理局或其地方分支机构。

股东,指不时持有股份的人或实体。

股份,指公司已发行股本的股份。

上海国际经济贸易仲裁委员会,具有本协议21.2.1条所述含义。

指定认购证券,具有本协议9.7.2条所述含义。

认购承诺通知,具有本协议9.7.2条所述含义。

认购日,具有本协议9.7.6条所述含义。

认购要约,具有本协议9.7.1条所述含义。

认购价格,指认购总价款除以认购股份的数值,约为664.67元人民币。

认购股份,具有本协议2.1条所述含义。

子公司，指

- a) 为任何公司、企业或实体直接或间接控制的一家公司、企业或实体；
- b) 半数以上已发行股本、注册资本或其他股东权益被任何公司、企业或实体直接或间接实益拥有的公司、企业或实体；或者
- c) 任何公司、企业或实体子公司的子公司。

持续有效条款，指本协议第1、3.3、12、15、18、20、21、22和23条。

税，指直接或间接由税务机关施加的或为税务机关利益的所有/任何现实或将来的税收、收费、关税、费用、课税、进口关税或其它税款、支付义务或任何其他形式税赋，包括但不限于与总收益、净收益、总收入、许可、工资、雇佣关系、雇员补偿、消费、服务、印花、职业、奖金、偶得、环保、关税、股本、特许权、收益、扣缴、社会保障、失业、残疾、财产、个人财产、销售、使用、转让、注册、增值、业务、从价、营业额、货物、产品、销售、使用、服务、房地产、资本收益、转让收益、选择或附加值、估计有关的或其他的税收或征费，包括所有利息、罚款、罚息等，不论是否存在争议，包括与前述缴纳义务相关的责任。

税务机关，指履行财政、税收、关税或其它税务职能的国家或各地方级别的官方机构。

美元，指美国当前法定货币。

保证人，指公司。

1.2 释义

除非本协议上下文另有明确约定，在本协议中：

- 1.2.1 所提及的一方应包括该方的合法承继者或被允许的受让人；
- 1.2.2 所提及的任何协议、契据(明示指原始文件者除外)应包括不时对其所作的修改或更新；
- 1.2.3 协议、契据等的原始文件指相关文件最初签订时的版本；
- 1.2.4 除非本协议另有明文规定，发起股东在本协议项下就索赔仅承担其各自的责任；
- 1.2.5 本协议中所有款项的支付应以人民币进行；
- 1.2.6 法律条款应包括不时对其进行地修改或修订；
- 1.2.7 协议中约定的时间适用香港时间；
- 1.2.8 单数包括复数，反之亦然；
- 1.2.9 某一性别的指称代词同时包括另一性别。

1.3 条款、段落、附录和附件

除非另有说明，本协议提及的条款、段落、附录、附件均指本协议的条款、段落、附录、附件，且与本协议正文具有同等法律效力，构成不可分割的整体。

1.4 法律

本协议提及的任何法律(不论最初的法律或规章或其附属的法例)包括届时有效及其不时地修订或重新制订的法律。

1.5 标题

标题和子标题仅为方便参考使用，不影响对本协议的解释。

1.6 约定形式

本协议提及的文件的“约定形式”，指为方便鉴别已经各方主体共同同意、或各方代表同意的形式，或于交割日之前各方对其进行的书面修改。

2 证券发行

2.1 承诺发行证券

受制于本协议第3.1条，公司向投资人承诺，在交割日，根据本协议的条文约定，将发行认购股份给投资人，而该等股份不附带任何权利负担。具体而言：

投资人名称	认购股份
厦门国炬翔	普通股 212,210 股
厦门先进制造	普通股 209,051 股
厦门火炬润信	普通股 75,225 股
合计	普通股 496,486 股

2.2 承诺认购股份

投资人向公司承诺，在交割日，根据本协议的条文约定，将认购认购股份并按认购总价款支付对价。

投资人名称	认购总价款
厦门国炬翔	141,050,000 元人民币
厦门先进制造	138,950,000 元人民币
厦门火炬润信	50,000,000 元人民币
合计	330,000,000 元人民币

2.3 交割前后股权结构

受限于披露函中的披露，交割前后公司股权结构详见本协议附录二“交割前后股权结构”。

3 先决条件

3.1 条件

公司与投资人进行交割的义务取决于下述先决条件得到满足：

3.1.1 本协议所涉交易应取得的所有同意、批复、许可、授权、批准已经取得，且未被撤回或撤销。该等同意、批复、许可、授权及批准包括：

- 商务主管部门对本协议所涉交易的批准；
- 发展改革主管部门对本协议所涉交易的批准；
- 外管局或其指定银行对本协议所涉交易的登记；以及

d) 所有其他适用的同意、批复、许可、授权和批准。

3.1.2 交割时, 所有方面的保证仍为真实、准确且不存在误导;

3.1.3 自本协议签订日未发生重大不利事件。

3.2 履行

3.2.1 公司和投资人应共同尽其最大努力达成3.1条所述条件。投资人应保证公司及时了解3.1.1条各项要求所获进展, 包括向公司提供其向权力机构递交的及从权力机构取得的相关通知、通信等文件的复印件。

3.2.2 投资人取得3.1.1条项下全部批准和登记后应立即通知公司, 公司应尽快向全体投资人发出书面缴款通知函。

3.2.3 如任一方得知任何事由将有可能妨碍先决条件的实现, 应立即通知其他各方。

3.3 无法履行

如果在2025年7月31日前未完成交割, 除持续有效条款继续有效外, 公司及投资人均有权单方终止本协议(“单方终止权”); 除针对协议任何一方在本协议终止前已有的权利和义务外, 任何一方无权向其他方主张任何费用、损害和赔偿。为避免疑义, 各投资人应就是否行使单方终止权达成共同一致意见。

4 交割前的承诺

4.1 自本协议签订日至交割日, 除非投资人事先书面同意(该等书面同意不应被不合理地拖延给付), 公司应促使业务按照惯例正常经营。

5 交割

5.1 交割时, 公司和投资人应完成本协议附件2所述内容, 并且投资人应将认购总价款在交割当日支付至公司在厦门设立的离岸账户。

6 保证

6.1 一般保证

6.1.1 现有股东单独、不连带地向投资人陈述、保证和承诺, 附件1第1.1段项下保证在本协议签署日, 及参照交割日存在的事实和情形, 在交割日, 均为真实准确, 与保证条款一致, 且不存在误导。

6.1.2 公司向投资人陈述、保证和承诺, 除本协议附件1中第1.1段的保证外, 每一保证在本协议签署日, 及参照交割日存在的事实和情形, 在交割日, 均为真实准确, 与保证条款一致, 且不存在误导。

6.2 披露

本协议附件1项下保证受限于:

6.2.1 本协议中已列出的事实和事件,

6.2.2 在披露函中充分披露的事实和事件。

6.3 单独保证

各项保证均应当作为单独保证, 并且不应受其他任何保证条款或本协议的其他任何条款的规定或推论的限制。

6.4 陈述事项变更

6.4.1 在交割日之前的任何时间, 公司应将任何已导致或者可能已导致, 或将导致或可能导致任何保证(该等保证被视为在该等时点参照当时的事实和情况被做出)依其条款在重大方面变为不真实或者不正确的任何情形立即通知投资人。

6.4.2 在交割日之前的任何时间或者交割日, 公司不得, 且应尽其各自最大努力促使集团成员不得从事任何行为或者疏忽未从事任何行为, 从而导致任何保证条款在重大方面的不实。

7 赔偿和限制

7.1 赔偿

7.1.1 公司向投资人承诺, 如受补偿人因下列原因发生损失:

- a) 公司在本协议项下保证事项的不准确;
- b) 公司违反其在本协议中作出的任何承诺或其他义务; 或
- c) 对上述7.1.1(a)、7.1.1(b)条规定的事项所进行的调查、争议、抗辩或为抗辩所作的准备,

公司应当应受补偿人要求, 就该等损失对受补偿人进行全额赔偿, 数额相当于该等损失的数额。

7.2 限制

7.2.1 投资人在某一指定时间就所有索赔(根据第9条至第10条所提出的索赔除外)的受赔偿限额为认购总价款加上交割日至最后索赔发生日(在某一指定时间)期间按照最后索赔发生日有效的中国人民银行公布的5年期以上贷款市场报价利率(“LPR”)计算的利息。

7.2.2 本7.2条的规定不会限制任何公司因欺诈、故意的不当行为、故意违约或故意隐瞒而产生的赔偿责任。

8 投资人多项保证

8.1 投资人多项保证

投资人向公司和现有股东陈述、保证并承诺, 在本协议签署之日及在交割日, 就交割日的有关事实和情况所做的保证是真实、准确并且不存在误导:

8.1.1 投资人根据其设立地的有管辖权的法律依法设立并有效存续;

8.1.2 投资人具有签署本协议的权利能力及授权, 投资人已合法授权并有效签署本协议, 本协议对投资人具有法律约束力;

8.1.3 投资人签署、递交、履行本协议不会构成对其任何组织性文件或任何适用法律的违反;

8.1.4 投资人确认, 本协议的签署与约定不会取代或豁免厦门先进制造、厦门火炬产业、翔安区政府在框架协议项下第十条政策扶持的相关义务的履行。

9 公司承诺

在投资人持有股份期间, 公司向投资人承诺将遵守本协议第9条的相关条款约定。

9.1 融资收入使用

9.1.1 集团应将认购总价款全部投资至厦门联智。

9.1.2 集团应将投资人Hisense CKL (HK) Co Limited的认购总价款全部投资至厦门联智。

9.1.3 如果任何集团公司将认购总价款用于9.1.1条、9.1.2条规定之外的用途, 公司应取得全体投资人的事先书面许可。

9.2 会计报表

9.2.1 有关各会计年度, 公司承诺集团每年根据IFRS制定并审计合并资产负债表, 相关合并损益表和现金流量表。

9.3 许可和合规

9.3.1 除未对相关集团公司及公司合格IPO造成重大不利影响的公司不合规行为外, 公司保证集团公司的所有行为在任何时候均不违反法律法规的规定。

9.3.2 除未对相关集团公司及公司合格IPO造成重大不利影响的公司不合规行为外, 公司保证集团公司的任何重要许可和批准在任何时候均为完全有效。

9.4 同意

公司应取得和/或保持其履行本协议下义务所需之全部同意和许可, 并不得采取任何行动去规避或意图规避遵守或履行本协议下的任何条款。

9.5 知情权

9.5.1 公司应向投资人提供下述信息:

- a) 经投资人书面要求, 在任何情况下, 应在公司会计年度内每个季度结束后30个工作日内(或者会计年度结束后60个工作日内)尽快提供公司季度末的或年末的(视情况而定)管理报表;
- b) 在任何情况下, 应不迟于公司每个会计年度结束后的4月30日前尽快提供集团前述会计年度的经审计合并资产负债表及相关的经审计合并损益表和现金流量表;
- c) 有权: (i) 于投资人合理要求的时间要求集团职员或高级管理人员就经营事项与投资人或其指定代表进行会谈; 且(ii) 于投资人合理要求的时间了解集团的财产、不动产, 和集团公司的账簿和会议记录, 前提是任何此种根据9.5.1(c)提出的请求不会对相关集团公司的日常业务经营造成重大影响;

- d) 在任何情况下，应不迟于公司每个会计年度结束后尽快（不晚于3月31日前）提供下一个会计年度包括收入、费用、净收入、现金状况、资产负债水平等方面的经营预测，及最新的经营计划。

9.6 合作

9.6.1 如投资人或其任何关联方意图转让其股份，在不违反本协议的约定的前提下，现有股东和公司应，且公司应促使其管理人员应予以配合并尽其最大努力协助投资人完成转让。前提是：

- a) 该股份的受让人不是公司的直接竞争者，或虽是公司的直接竞争者但不会对公司业务造成任何不利影响；和
- b) 投资人根据本协议第9条至第11条享有的权利不应自动转让于该股份的受让人。

9.6.2 如果投资人的控制权发生变化，投资人即被视为已向其他股东发出有关其全部股份的要约通知，且该通知中应包括每股价格(应为每一股份的市场公允价)及转让的条款和条件(即股份转让时无任何权利负担，且投资人应在转让当日作出相应的保证)。为避免疑义，前述“控制权发生变化”应按穿透后的实际控制权认定，同时若投资人的基金管理人发生变更但超出50%基金份额最终仍由厦门市/区地方政府持有或控制，亦不视为控制权发生变化。

9.6.3 基于本协议9.6.2条的约定，如果股东及投资人不能在20个工作日内就市场公允价达成一致，则应善意的共同指定独立第三方评估机构对要约通知记载股份价值进行评估，第三方独立评估机构的评估结果，包括但不限于评估该等股份的基础，应为终局的并具有约束力。如股东及投资人不能在10个工作日内就评估机构的选择达成一致，则应由公司董事会指定一家评估机构。

9.7 优先认股权

9.7.1 公司同意，在发行任何新证券前应首先根据尽可能接近于在发出认购要约之日登记为股东的个人/实体各自在充分稀释股本中持有的充分稀释股权的比例向该个人/实体发出认购要约(“**认购要约**”)，认购要约中应包括向每位股东发出的认购要约的数量(“**新认购证券**”)、每股认购价格及其他重要的认购条款和条件。

9.7.2 在认购要约作出后20个工作日内(“**承诺期**”)，每位股东可向公司作出书面通知(“**认购承诺通知**”)认购全部或部分向其要约的新认购证券(“**指定认购证券**”)。

9.7.3 如果股东未能在承诺期内向公司发出认购承诺通知，视为该股东拒绝认购向其要约的新认购证券。

9.7.4 被要约出售给某位股东的任何新认购证券如未被该股东认购，该等新认购证券应被要约出售给根据9.7.2条已发出认购承诺通知的其他股东(“**主要认股人**”)(“**补充认购要约**”)，且本协议9.7.1至9.7.4的规定在经过必要修改后(包括但不限于要约证券的数量，承诺期限和向其作出要约的股东)应适用该补充认购要约，前提是就该补充认购要约而言，某一股东在其中的购股比例应以其占主要认股人所持全部股份的比例计算(假设主要认股人通过认

购承诺通知认购的指定认购证券已全部向其发行)。为避免歧义,公司应持续向股东发出补充认购要约直到所有新认购证券均获股东认购或所有股东均未根据本协议9.7.2条约定作出认购承诺通知(“截止日”)。

9.7.5 如果全部股东均未按9.7.2条的约定作出认购承诺通知,公司可将任何未发行的新认购证券向第三方发行,其发行条件应和根据9.7.1条向股东发行的条件类似,且无论如何不应优于根据9.7.1条规定的向股东发行的条件(包括认购价格),发行条件中应包含一条款,即在向第三方发行股份后,第三方应签署信守契据。

9.7.6 在截止日后第20个工作日(“认购日”),主要认股人应认购、公司应向主要认股人分配并发行该股东根据第9.7.2条所承诺认购的所有指定认购证券,且在认购日:

a) 公司应向股东提供或安排提供:

(i)关于指定认购证券的股份证书或其它证书;

(ii)股东登记簿或其他能证明该股东持有指定认购证券的登记簿的经认证的副本(该等副本应经公司注册代理认证);和

(iii)一份由公司董事或秘书认证为真实副本的公司批准和授权设立、发行、分配全部指定认购证券及公司批准和授权每一股东已分别作为指定认购证券的持有人被记入公司股东登记簿或其他登记簿的董事会决议。

b) 主要认股人应向公司支付其认购指定认购证券的价款。

9.7.7 为本条款之目的,新证券不应当包括:

a) 任何经公司正式批准的股权激励计划而发行的新证券。

9.8 反稀释权

9.8.1 除本协议9.7条的规定外,在交割日后的三年时间内,如公司发行新证券,且新证券的每一股份的认购价格或其相对应每一股份的转换价格(分别称为“调整价格”)低于认购价格,如投资人要求,公司应向投资人发行分配调整股份。如新证券为股份,调整股份应于该新证券发行日发行,如新证券非股份,则调整股份应于该等证券转换为股份之日发行(分别称为“调整股份发行日”)。

9.8.2 在调整股份发行日:

a) 公司应向投资人提供或安排提供:

(i)关于调整股份的股份证书或其它证书;

(ii)证明投资人持有调整股份的股东登记簿的经认证的副本(该副本经公司注册代理认证);

(iii)一份由公司董事或秘书认证为真实副本的公司批准或授权设立、发行、分配全部调整股份,及公司批准和授权投资人作为调整股份持有人被记入公司股东登记簿的公司董事会决议。

b) 投资人应向公司支付相当于调整股份票面价值之和的认购价款。

9.8.3 为本条款之目的, 新证券不应当包括:

- a) 为挽救公司的财务或经营困难, 并为紧急恢复公司运营而发行新证券; 及
- b) 任何经公司正式批准的股权激励计划而发行的、实施后不超过公司全部发行在外的股份总数10%的新证券(为免疑义, 若公司新实施的股权激励计划系通过员工持股平台青岛博朗德进行的, 则该次股权激励计划前青岛博朗德已持有的公司股份不计算在前述10%内, 且公司对员工发行有明确行权期限的期权或限制性股份不计算在前述10%内)。

9.9 回赎

投资人有权根据本协议附件5约定要求公司回赎其股份, 且公司有义务回赎股份。

9.10 承诺的终止

9.10.1 本协议第9.5条(知情权)、第9.7条(优先认购权)、第9.8条(反稀释权), 应自公司合格IPO上市日的前一日起不可撤销地终止。

9.10.2 本协议第9.9条(回赎)和附件5(回赎权)应在公司递交合格IPO申请表格之日(“合格IPO申请日期”)前一日起终止, 并在以下情形发生之日(以较早发生的日期为准)起自动恢复效力, 条款恢复后应被视为自始有效并具有追溯力:

- a) 合格IPO申请文件被拒绝或否决;
- b) 合格IPO申请终止或撤回材料; 或
- c) 合格IPO申请日期后96个月届满之日, 如届时仍未实现合格IPO。

为免疑义, 如公司在合格IPO申请失效之日起6个月内根据香港联合交易所上市规则的规定重新递交上市申请, 不属于本协议第9.10.2条a)或b)项的情形。

9.10.3 本协议第9.6条(合作), 应自合格IPO申请日期前一日起不可撤销地终止。

10 现有股东及投资人承诺

10.1 现有股东同意并承诺, 只要投资人根据本协议有权要求公司回赎其持有的股份, 各现有股东及本协议中的其他投资人同意放弃其对任何回赎股份的任何权利。

10.2 现有股东同意并承诺, 如公司章程或者任何集团公司的备忘录和章程中的任何条款在任何时候与本协议中的任何条款相冲突, 本协议条款应优先适用。

10.3 投资人承诺, 自交割日起至公司合格IPO上市日, 投资人不得将其股份的法定或实益权益(包括但不限于投票权)进行出售、让与、转让、质押、抵押或以其他方式处置, 或同意或承诺进行上述行为。若自交割日起的24个月内

公司未提交IPO申请,或自合格IPO申请日期后24个月届满之日,公司仍未能完成合格IPO,则本10.3条自动失效。

11 合格IPO承诺

11.1 公司应尽各自最大努力促使在合格IPO最后期限前实现合格IPO。

12 费用

除本协议或其他相关文件另有规定外,各方应支付各自与协商、准备、执行和履行该协议及该协议涉及的其他文件有关的费用。

13 进一步保证

13.1 各方承诺将执行或促使其他各方执行一切必要的文件,采取或促使其他各方采取一切必要的行动以保证各方获得本协议项下的全部利益。

13.2 各方进一步同意并确认,如果投资人在本协议、公司章程及其他相关文件(包括但不限于框架协议)项下所享有的、本协议未约定终止的其他特殊权利(1)根据适用法律法规或证券交易所的要求需要终止的或者(2)被证券监管机构要求提前终止的,该等权利及类似权利应于合格IPO上市日起或适用法律法规或证券交易所要求的更早日期自动终止。在不违反前述法律、监管要求的情况下,该等权利及类似权利终止后,应在本协议9.10.2项下 a)、b)、c) 情形发生之日(以较早发生的日期为准)起自动恢复效力,条款恢复后应被视为自始有效并具有追溯力。

14 时间

本协议中规定的任何日期或期间均可由合同各方协议推迟或延长,但对于原先已确定的日期和期间或经各方协议推迟或延长后的日期和期间,合同各方应严格遵守。

15 公告及保密

15.1 公告

- a) 除适用法律法规或对作出公告或披露的合同方有管辖权的有权机关所要求的以外,各方或其代表人不得作出关于本协议及协议内容的任何公告、通知或披露,除非取得了其他合同各方事先的书面同意(其他合同各方不得不合理地拒绝或拖延给予该等同意)。
- b) 合同一方根据a)条的例外规定作出公告或披露时,应尽可能事先与其他各方就公告或披露的形式、内容及时间作出沟通。

15.2 保密

除本协议15.1条及适用法律或法定程序另有规定外,本协议、本协议的条款以及发行认购股份的事项(“保密信息”)应由本协议各方保密并不得披露给任何第三方(除非该第三方为协议方关联方或其各自的法律和财务顾问)。如本协议一方被适用法律或法定程序要求披露保密信息,其应在作出该等披露或申报前,在法律允许的合理范围内,与其他各方就该等披露进行沟通,并尽最大努力应其他方合理要求对披露或申报的部分内容作保密处理。

各方进一步同意并确认, 公司及其关联实体有权在以下情况下向第三方披露本协议的全部或部分内容: (1) 向公司及其关联实体的专业顾问人士 (包括但不限于律师、会计师、财务顾问) 披露, 以获取专业意见或服务; (2) 向公司及其关联实体委任的代理人披露, 以协助履行本协议项下的义务; (3) 根据适用的法律法规要求 (包括但不限于任何证券交易所规则或要求) 公开披露与本协议所述内容相关的详情; (4) 向相关监管机构、政府部门或司法机关递交与本协议相关的信息, 以遵守适用的法律法规要求或配合监管调查; 以及 (5) 向公司及其关联实体的关联公司、母公司或子公司披露, 以进行内部管理或合规需要; 惟上述披露不构成对本协议保密条款的违反, 公司无需就此类披露承担任何责任。

16 不可抗力

16.1 发生不可抗力事件以致本协议各方无法履行本协议任何义务的, 在不可抗力持续期间, 该等义务应中止履行, 履约时间将自动顺延, 而不加以处罚或承担任何违约责任, 顺延期限应与该不可抗力的存续期限相等。

16.2 遭受不可抗力的一方应尽快书面通知其他方不可抗力发生的起始日期, 并向其他方提供该不可抗力事件发生的适当证明。遭受不可抗力的一方也应尽合理努力减小不可抗力对其履行本协议项下义务的影响。在不可抗力事件停止之后, 遭受不可抗力的一方应立即通知其他方, 并应尽快重新履行其在本协议项下的义务。

17 转让

除非本协议另有明确约定, 如果事先未经其他方书面同意, 任何一方不得转让其在本协议项下的任何权利和义务。

18 独立性

如本协议项下的任何条款根据任一司法管辖区的法律法规属于或成为非法、无效或不能执行的条款, 将不会影响:

- a) 本协议其他条款在该司法管辖区中的合法性、有效性或可执行性;
或
- b) 该等条款及本协议其他条款在其他司法管辖区的合法性、有效性或可执行性。

19 全部协议

本协议构成各方关于本协议标的之全部协议, 并取代此前各方之间关于本协议标的之全部协议、共识和谈判内容。

20 通知

20.1 通知地址

本协议项下及与本协议有关的通知应为:

- a) 中、英文书面形式; 并

- b) 通过快递、电子邮箱的方式将通知按照本协议20.2条列示的地址/电子邮箱或按照合同一方于通知发出前送达合同各方的书面通知中的地址/电子邮箱发送给相关合同方。

20.2 为本协议第20条之目的, 通知应按照下列地址或电子邮箱发送给下列联络人, 且任一通知送达方式(包括地址或电子邮箱)均为有效:

a) 公司:

联络人: 张华

地址: 中国山东省青岛市经济技术开发区前湾港路218号

电子邮箱: zhanghua8@hisense.com

b) 厦门国炬翔:

联络人1: 陈晓霞

地址: 厦门市湖里区同益路9号地产大厦13楼

电子邮箱: chenxx@xmzbyy.com

联络人2: 邱子琪

地址: 厦门市湖里区火炬路56-58号火炬广场南楼207室

电子邮箱: qiuziqi@xmhjzszx.com

联络人3: 易贺晓

地址: 厦门市翔安区民安街道莲亭路民安街道办事处8F

电子邮箱: 1003553293@qq.com

联络人4: 李旭锋

地址: 厦门市火炬高新区火炬路56-58号火炬广场南楼315

邮箱: lxf@xmhjtz.com

c) 厦门先进制造:

联络人1: 党晨

地址: 厦门市厦禾路668号海翼大厦B座21层

电子邮箱: chen.dang@ccregroup.com

联络人2: 尚承宇

地址: 厦门市厦禾路668号海翼大厦B2201室

电子邮箱: advanced@bricsfund.com.cn

d) 厦门火炬润信:

联络人: 李楠

地址: 北京市东城区朝内大街188号鸿安国际大厦9层

电子邮箱: linandc@csc.com.cn

20.3 除有证据表明送达时间更外, 通知的送达时间按下列标准确定:

a) 以快递方式发送的, 自邮寄之后两个工作日视为送达。

21 法律与管辖

21.1 法律适用

本协议以及本协议产生或有关联的所有合同外义务或其他义务均适用香港法并依据香港法解释。

21.2 仲裁

21.2.1 任何由本协议产生或与本协议相关的纠纷、争议或请求(包括但不限于任何合同、合同前及合同外的权利、义务或责任, 以及本协议的成立、有效性或终止等事项)均应由上海国际经济贸易仲裁委员会(“上海国际仲裁中心”)依据申请仲裁时上海国际经济贸易仲裁委员会有效的仲裁程序和条例(“仲裁规则”)进行仲裁。

21.2.2 仲裁地应为中国上海。

21.2.3 仲裁过程中使用的语言应为中文及英文。

21.2.4 仲裁庭应由三名仲裁员组成: 其中一名仲裁员由申请人一方指定, 另一名仲裁员由被申请人一方指定, 并由如此选出的两名仲裁员共同指定第三名仲裁员。第三名仲裁员即首席仲裁员。如申请人一方或被申请人一方的人数多于一人, 申请人一方(为本协议第21.2条之目的合称“一方当事人”)应共同指定一名仲裁员, 被申请人一方(为本协议第21.2条之目的合称“一方当事人”)应共同指定一名仲裁员。如在一方当事人不能在收到另一方当事人指定仲裁员的要求后30日内指定1名仲裁员的, 或如果当事人指定的两名仲裁员不能在第二名仲裁员选任确定后10日内指定第三名仲裁员的, 上海国际仲裁中心仲裁委员会主任将根据一方当事人的请求依照仲裁规则进行指定。

21.2.5 各方当事人放弃申请任何法院和/或其他司法机关裁决任何初步法律问题和/或审议任何法律问题和/或法律依据的权利, 只要该等弃权表示被有效地作出。但各方当事人不得被视为放弃任何在仲裁所在地法律规定的范围内基于仲裁庭无实体管辖权和/或存在影响仲裁庭、仲裁程序或仲裁结果的严重不规范的行为对仲裁结果提出异议的权利。

21.2.6 本协议第21.2条的任何内容不得解释为不允许任何当事人向有管辖权的法院寻求保全或类似的临时救济。

21.2.7 仲裁庭的一切裁决均应以书面形式作出, 并应为终局裁决。仲裁裁决自作出之日起具有约束各方当事人之效力, 各方当事人承诺将毫不迟延地履行上述裁决。在遵守仲裁裁决规定的前提下, 胜诉方的仲裁费用应由败诉方承担。

21.3 本协议的任何条款均不赋予任何非本协议当事方的个人或实体任何权利或利益。除非本协议中明确规定, 任何非本协议当事方的个人或实体均无权根据《合约

(第三者权利) 条例》(香港法例第623章) 或其他法律, 执行或享有本协议的任何条款。

22 语言、份数及签署本

- 22.1 本协议用中文和英文书写。两种文本同样真实可信且具有同等效力和作用。如两种文本之间存在任何歧义或冲突, 应以中文文本为准。本协议的每份签署原件均具有同等效力。
- 22.2 本协议可以由上述不同当事人独立签署, 每一独立签署本经如此签署后将被视为一份原件, 并且所有该等签署本应共同构成一份对本协议各方具有同等约束力的协议。

23 修订

- 23.1 本协议的一切条款仅能以协议各方签署的书面文件修订、补充、修改或豁免。
- 23.2 虽有上述第23.1条规定, 当相关证券交易所和/或相关主管部门要求时(公司承销商应将该等要求的书面证据(如有)提供给投资人及现有股东), 各个投资人与现有股东应尽其最大努力配合公司对本协议和/或章程的修改或修订予以适当考虑(无损于本协议第11条的效力)以便使公司合格IPO获得批准, 前提是:
- a) 该等修改或修订应被限于最低程度的变动;
 - b) 如果做出, 应尽可能使投资人及现有股东在本协议中最初的商业目的得以实现。

24 自动终止

- 24.1 如本协议中任何一方投资人因为任何原因不再持有公司的任何股份(包括但不限于投资人转让公司股份, 或公司回赎投资人持有的公司股份), 本协议应自动对其终止。
- 24.2 本协议因任何原因被终止不应影响各方在终止前在本协议项下已有的权利和义务, 并且本协议的终止不应影响根据其性质在本协议终止后应持续有效的条款(包括但不限于第15条(公告及保密)、第20条(通知)及第21条(法律与管辖))的继续有效性。

25 生效

本协议自协议各方有效签署之日生效。

兹见证: 各方正式授权之代表已于协议文首载明之日期签署本协议。

附录一. 投资人名单

投资人名称	注册地址
厦门国炬翔	厦门火炬高新区（翔安）产业区春波路599-1号108室-6
厦门先进制造	厦门火炬高新区软件园三期诚毅北大街56号402室-230
厦门火炬润信	厦门火炬高新区软件园三期诚毅北大街62号209单元0741号

附录二. 交割前后股权结构

交割前, 公司股权结构如下:

股东名称	股份类别与数量	持股比例
海信集团控股	普通股 7,207,473 股	47.91%
Ligent 国际	普通股 3,766,015 股	25.03%
Global Optical	普通股 2,672,615 股	17.76%
Archcom LLC	普通股 731,483 股	4.86%
青岛博朗德	普通股 532,919 股	3.54%
AI TALENTS	普通股 134,519 股	0.90%
合计	普通股 15,045,024股	100%

交割后, 公司股权结构如下:

股东名称	股份类别与数量	持股比例
海信集团控股	普通股 7,207,473 股	44.44%
Ligent 国际	普通股 3,766,015 股	23.22%
Global Optical	普通股 2,672,615 股	16.48%
Archcom LLC	普通股 731,483 股	4.51%
青岛博朗德	普通股 532,919 股	3.29%
AI TALENTS	普通股 134,519 股	0.83%
Hisense CKL (HK) Co Limited	普通股 677,026 股	4.17%
厦门国炬翔	普通股 212,210 股	1.31%
厦门先进制造	普通股 209,051 股	1.29%
厦门火炬润信	普通股 75,225 股	0.46%
合计	普通股 16,218,536股	100%

附件1. 陈述与保证

1 权利与能力

1.1 现有股东独立、分别保证

- 1.1.1 现有股东依据其设立或成立地法律合法设立并有效存续；或具有签署本协议所需的完全民事行为能力及民事权利能力，且未受任何法律行为限制。
- 1.1.2 现有股东拥有签署、递交及履行其在本协议项下义务的全部权利、批准及权限。
- 1.1.3 本协议在适用现有股东的程度范围内，构成了对现有股东(不包括其子公司，如适用)合法有效并有约束力的义务，且本协议条款对于现有股东(不包括其子公司，如适用)是可执行的。
- 1.1.4 签署、递交及履行本协议不会导致现有股东违反适用法律、组织性文件或导致现有股东作为一方当事人的重大协议、契据或承诺的违约。

1.2 公司保证

- 1.2.1 集团公司均根据其设立地的有管辖权的法律依法设立并有效存续；
- 1.2.2 集团公司均具有签署本协议的权利能力及授权，集团公司均已合法授权并有效签署本协议，本协议对集团公司具有法律约束力；
- 1.2.3 集团公司签署、递交、履行本协议不会构成对其任何组织性文件或任何适用法律的违反。

2 设立、权限及合法性

- 2.1 公司依据开曼群岛法律合法设立并有效存续，经营状况良好。
- 2.2 每个集团公司均依据所有适用法律(包括其所设立或成立地的法律和中国法律(如其为非中国公司))合法设立或成立并有效存续，并有权拥有其财产以及以目前从事其业务的方式从事业务经营。每个集团公司及其股东为该集团公司的设立、相关股东在该等集团的投资以及该集团公司设立后的任何变更已取得适用法律所要求的全部许可。
- 2.3 公司拥有签署、递交及履行本协议的全部权利、批准及权限。
- 2.4 本协议构成了对公司合法有效并有约束力的义务，并可按本协议条款对公司强制执行。
- 2.5 签署、递交及履行本协议不会导致任何集团公司违反适用法律、组织性文件或导致公司作为一方当事人的重大协议、契据或承诺的违约（如适用）。

3 股本、股份及业务

- 3.1 除披露函已披露外，公司的授权股数为20,000,000，每股面值1美元。其中，15,045,024股已经合法授权并有效发行给公司全部股东。

- 3.2 除披露函已披露外, 除本协议所列之外, 无个人/实体可依据任何期权、协议或其他安排(包括转化权或优先购买权)享有要求转化、发行、登记、出售或转让、分期偿还或偿还任何股本或任何其他可在集团公司的资本上设定权利或权益的证券的现有或将来、或有或绝对的权利。
- 3.3 认购股份的发行已被合法授权。并且认购股份在分配及发行时将为全额支付, 不存在任何权利负担。
- 3.4 各集团公司的股本已经完全缴付, 并且该等缴付的金额和方式完全符合所有适用法律的规定和要求。在集团公司的已发行股份或未发行股份上不存在任何权利负担, 亦不存在可产生或赋予此等权利负担的任何协议、安排或义务。上述股份未被任何个人/实体主张享有权利负担。

4 资产

每个集团公司均拥有或有权使用为其业务有效经营所必需的各项资产。

5 知识产权

- 5.1 每个集团公司均拥有、持有或有权使用所有截止本协议签署日从事其业务所必需的所有知识产权。如任何知识产权由任何集团公司和任何其他方共同享有, 该等其他方应已同意不将该等知识产权转让或许可给任何第三方, 并且同意任何集团公司有权使用该等知识产权而无需因在业务经营中使用该等知识产权向前述共同享有知识产权的其他方(包括该等知识产权的将来被许可方或受让方)支付任何费用。
- 5.2 集团公司均未侵犯任何第三方的知识产权、违反适用法律法规或与其自身、其董事、管理人员、任何其他雇员或代理承担的有关知识产权的合同或信义义务, 或与之相冲突。
- 5.3 集团公司均无义务向任何第三方支付使用费、授予许可或支付其他与使用知识产权相关的对价; 并且, 就保证人所知, 没有包括学术机构、政府机关或行业组织等的第三方对集团公司所使用的但尚未获得许可的知识产权享有权利。
- 5.4 每个集团公司均采取了合理措施防止其保密信息被未经许可的散布或公布。

尽管有上述规定, 如集团公司未能完全遵守第5.1或5.3条的规定, 并且该等违反对集团公司未造成任何不利影响, 或仅造成轻微不利影响, 保证人在该等情况不应被视为对第5.1或5.3条所列保证的违反。为本附件第5段之目的, “知识产权”指所有知识产权, 包括任何专利、专利权、许可、发明、版权、商标、服务标示、域名、商号以及专有技术、商业秘密及其他未申请专利和/或不能申请专利的专有或保密信息、系统、流程或程序。

6 遵守法律

每个集团公司均应在所有重大方面遵照所有适用法律及行政要求(包括但不限于反腐败、反洗钱及劳动法律)从事其业务及处置其财产。并且每个集团公司在其设

立及进行设立后的任何公司变更(包括但不限于股东变更和/或各股东的股权比例的变更)时在所有重大方面遵照所有适用法律及行政要求。

7 诉讼或其他法律程序

- 7.1 集团公司在目前及本协议签订前两年内均未涉及任何重大民事诉讼、刑事诉讼、仲裁、行政诉讼或其他程序，并且没有以集团公司为一方当事人的未决或潜在的任何重大民事诉讼、刑事诉讼、仲裁、行政诉讼或其他程序。
- 7.2 据保证人所知及所信，不存在可能产生涉及集团公司的重大民事诉讼、刑事诉讼、仲裁、行政诉讼或其他程序的某种事实或情形。
- 7.3 不存在尚未解决的针对集团公司的由法院、法庭、仲裁员或政府机关作出的重大判决、裁定、裁决、仲裁裁决或决定。
- 7.4 不存在且从未有关于集团公司违反适用法律的任何政府性或其他性质的调查、查问或惩戒性程序，且无待决或可预期的该等程序。并且，就保证人所知及所信，不存在可能产生该等调查、查问或程序的某种事实或情形。

8 破产

公司有偿付能力且不会因签订及履行本协议而导致破产，且：

- 8.1 不存在任何要求集团公司破产清算或任命破产清算人或临时清算人的申请、命令或决议；
- 8.2 不存在被指派给集团公司的管理人，不存在任何发送给集团公司或向法院发送的旨在任命管理人的通知，亦不存在任何为给集团公司任命管理人而出具的申请或命令；
- 8.3 不存在为接管任何集团公司全部或部分业务或资产而被任命的接管人、行政接管人或经理人，亦未收到关于任命此类人选的通知；
- 8.4 集团公司均未提出或同意与其任何债权人达成和解协议、妥协、转让或安排；且
- 8.5 不存在任何涉及集团公司与上述几项相类似的任何其他程序或步骤，亦不存在可预期的该等程序或步骤。

9 合同

- 9.1 集团公司及与其签订重大协议、安排或负有义务的另一方当事人均未有违反该等协议、安排或者义务的行为。并且，不存在可能引起该等违约的事实或情形。
- 9.2 不存在集团公司作为一方当事人的长期的、承担过重义务的或非正常的协议、安排或义务，或在该等协议、安排或义务项下承担责任。

10 税务

- 10.1 每个集团公司均在各个重大方面遵照各个司法管辖区的税收法律法规，依法及时按照各个司法管辖区的要求进行纳税申报，且各集团公司或其雇员已在所有重大方面缴纳依照各个司法管辖区的要求应缴纳的税款以及相关评估金额、罚款及处罚。
- 10.2 对于各个集团公司的税负尚未最终确定或尚待有关税收主管部门审核的期间的一切税收，已有足够的费用、预提项目及储备在2024年会计报表中体现。

11 许可

- 11.1 每个集团公司均已取得有关其设立及设立后的任何公司变更(包括但不限于股东变更和/或各股东的股权比例的变更)，以及从事其业务所必需的所有重大许可并遵守该等许可的条款和条件。上述已取得的许可均合法有效。
- 11.2 保证人未知悉存在任何可能导致上述已取得的许可被撤销、暂停、废除、变更或不再展期的情形。

12 不动产

- 12.1 就集团公司拥有、占据、使用或占有的土地、房产，相关集团公司或(a)对该等土地和房产拥有合法的所有权，并为唯一合法的实益拥有者，或(b)就该等土地、房产的使用签订租约，且(i)每份该等租约均为有效，对合同双方有约束力，且可依该等租约条款强制执行；(ii)该等租约的任一方当事人均无重大违约之情形。
- 12.2 不存在对集团公司所拥有、占据、使用或占有的土地、房产的使用或持有构成重大不利影响的事实或情形。

13 雇佣

- 13.1 集团公司均未违反任何劳动合同，未因违反或终止劳动合同承担任何责任，亦未支付或同意支付任何与实际或拟议终止或暂停任何雇员的雇佣关系相关的费用。
- 13.2 集团公司就其雇员而言，已在重大方面遵守包括中国法律在内的所有适用法律、行为守则和惯例。

附件2. 交割要求

1 公司的义务

在交割日后三个工作日内, 公司应提交或安排提交给投资人:

- 1.1 针对认购股份的股份证书;
- 1.2 证明投资人为认购股份持有人的股东名册的经认证副本(经公司注册代理认证);
- 1.3 Hisense CKL (HK) Co Limited认购总价款的支付凭证; 和
- 1.4 一份交割证明(证明签发日期为交割日, 收件人为投资人), 该证明应由一名公司董事或一名经正式授权的签署人代表公司签署, 证明格式大体应如附件3所示。

2 投资人的义务

在交割日, 投资人应向公司提交:

- 2.1 第3.1.1条规定的批准/登记;
- 2.2 根据第5.1条规定支付认购总价款的汇款证明。

附件3. 交割文件格式

信头

交割日:

敬启者:

Hisense Broadband Multimedia Technologies, Ltd. (以下简称“公司”)

以下签字方系已得到公司正式授权的管理人员, 处理公司于

2025年__月__日签署的股份购买协议(以下简称“股份购买协议”)中涉及认购股权相关事宜。股份购买协议中的用语释义同样适用于本证明文件。

根据股份购买协议附件2的要求, 我们特此证明:

股份购买协议中第3.1项下的条件已经得到满足或者已由投资人放弃。

本证明文件代表Hisense Broadband Multimedia Technologies, Ltd.出具并已得到公司的授权。

附件4. 信守契据

_____(以下简称“**新股东**”)于____年____月____日签署本契据, 本契据为公司、投资人及现有股东于____年____月____日签订的股份购买协议(该等协议经过不时补充、改动及修订, 以下简称“**股份购买协议**”)的补充。

鉴于:

1. 新股东确认已收到一份股份购买协议及与其相关的全部补充、改动和修订。新股东在此与股份购买协议中的协议方达成协议, 将遵守、执行股份购买协议中所有可适用于新股东的条款及条件并接受其约束, 其意图和效力为自本契据签署之日起将新股东视为股份购买协议的协议一方和公司股东(如股份购买协议中所定义)。
2. 在股份购买协议项下向新股东送达通知的地址和通知的收件人如下:
地址:
收件人:
3. 在股份购买协议中定义的词语、表达在本契据中具有相同的意思。本契据适用香港法律, 并根据香港法予以解释, 且各方接受香港法庭的非专属管辖。

新股东在文首日期签署了本契据, 以资证明。

(董事)

新股东:

16

附件5. 回赎权

1. 回购事件

若下述事件发生, 则投资人有权以送达通知(“赎回通知”)的形式要求公司回赎自交割日起其所持有的全部或部分股份:

a) 公司未能在合格IPO最后期限之前完成合格IPO。

2. 回购价格 (为避免疑义, 下列公式中认购价格及回购价格均以人民币计算和支付)

每一普通股的回购价格 (“回购价格”) 计算公式如下:

回购价格=认购价格+认购价格*适用LPR利率*持有时间

适用LPR利率: 采用回购当日有效的中国人民银行公布的5年期以上贷款市场报价利率 (“LPR”)。若期间出现LPR为负的极端情形, 则以0计算该期间的利率。

持有时间: 起算日为自本协议项下认购总价款到账之日起至实际完成回购之日。持续时间不足一年的期间, 按照实际天数*1/365计算。

3. 自公司收到赎回通知起20个工作日内, 公司应向投资人支付相应的回赎金额并发送董事会批准并授权回赎相关股份的决议的副本(由一名董事或公司秘书认证为真实的副本), 并提供未回赎股份的新的股份证书(如适用)。当公司按照第3段所述已履行完其应尽义务后, 投资人应将公司赎回的股份的相应原始股份证书交还回公司。
4. 收到赎回通知后, 若公司没有充足的现金或适用法律不允许公司按照本附件履行其赎回义务的, 集团公司同意并承诺采取实施任何必要步骤(包括但不限于公司各子公司采用借款、分红、减资等方式向公司提供资金)以确保公司能够履行该义务。现有股东同意并承诺将采取一切行动配合公司完成其回赎义务。

附件6. 披露函

本函为披露函，关于“披露函”的定义，见关于投资人认购股份（“交易”）的股份购买协议（“协议”）。除非本函另有定义，协议中定义的词语和表述在本函中使用时含义相同。

本函旨在披露可能与保证条款相关的事项。根据协议第 6.2.2 条，保证条款受本披露函中已充分披露的事项（提供足以识别所披露事项性质和范围的详细信息）限制。据此，公司不就任何此类事项违反任何保证条款，亦不应被视为违反。

以下披露与保证有关。为方便起见，各披露事项均与最有可能与之相关的保证的段落编号相对应，但披露事项适用于其适用或可能适用的所有保证，且在任何情况下均不限于其在下文中提及的特定保证。

本函所含标题仅为便利而设，无意限制本函所含披露内容的效力，亦不扩大本函要求披露信息的范围。本函所含信息和披露仅用于明确与限制协议附件 1 所含的保证，在任何情况下，均不得被视为扩大任何此类保证的范围或效力。

保证编号	信息披露
3.1	在签署日及交割日期间，受限于合格IPO申请安排并以上市为目的，公司可能会进行拆股、调整部分激励员工持股路径（但不涉及对该激励员工穿透后持股比例重大调整）、调整股东持股比例与库存股股数及/或调整授权股本，但前述调整均不会影响投资人本轮投后的股权占比。
3.3	公司在签署日及交割日期间，受限于公司股权激励安排，公司可能会进行新一轮股权激励安排，向符合条件的员工发行新股/期权，实施后持有公司股份（经行权后）比例不会超过已发行在外股份总数的10%。

(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

For and on behalf of
Hisense Broadband Multimedia Technologies, Ltd.
Hisense Broadband Multimedia Technologies, Ltd.
.....
Authorised Signature(s)

签署人:

A handwritten signature in black ink, consisting of stylized, overlapping strokes, is written over a horizontal line.

(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

青岛海信宽带多媒体技术有限公司(盖章)

法定代表人:



(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

海信集团控股股份有限公司 (盖章)

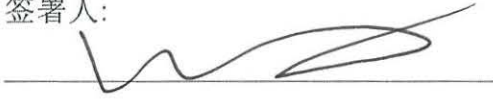
法定代表人



(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

Ligent International Inc.

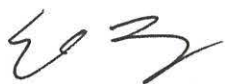
签署人:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, is written over a thin horizontal line.

（本页无正文，为《股份购买协议》（协议编号：HS2025071802）之签署页）

Global Optical Holdings Limited

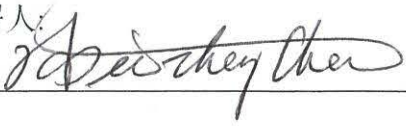
签署人：

A handwritten signature in black ink, consisting of stylized cursive letters, positioned above a horizontal line.

(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

Archcom Delaware Holding LLC

签署人:

A handwritten signature in black ink, appearing to read "Joseph Chen", is written over a horizontal line.

(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)



青岛博朗德宽带股份有限公司 (盖章)

法定代表人:



(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

AI TALENTS LP

签署人:

A handwritten signature in black ink, appearing to be 'U: Jm', is written over a horizontal line.

(本页无正文，为《股份购买协议》（协议编号：HS2025071802）之签署页)

厦门国炬翔股权投资合伙企业（有限合伙）（盖章）

执行事务合伙人：



(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

厦门先进制造业股权投资基金合伙企业(有限合伙) (盖章)

执行事务合伙人委派代表或授权代表 (签字/签章):



(本页无正文, 为《股份购买协议》(协议编号: HS2025071802)之签署页)

厦门火炬润信科技股权投资基金合伙企业(有限合伙)(盖章)



执行事务合伙人委派代表或授权代表(签字/签章):



SHARE PURCHASE AGREEMENT
股份购买协议

This SHARE PURCHASE AGREEMENT (this “Agreement”) is made and entered into on 2025/7/24 by and among:
本股份购买协议(简称“协议”)由以下各方于 2025/7/24 签订:

1. Hisense Broadband Multimedia Technologies, Ltd., a company organized under the Laws of Cayman Islands (the “Company”), whose registered office is located at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands;
海信宽带多媒体技术公司, 一家根据开曼群岛法律成立的公司(简称“公司”), 其注册办事处位于开曼群岛 Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands;
2. Hisense Group Holdings Co., Ltd., a company organized under the Laws of PRC, whose registered address is located at No. 218, Qianwangang Road, Qingdao Economic and Technological Development Zone;
海信集团控股股份有限公司, 一家在中国注册成立的公司, 其注册地址为: 青岛市经济技术开发区前湾港路 218 号;
3. HISENSE CKL (HK) CO., LIMITED, a company incorporated under the Laws of Hong Kong (the “Investor”), whose registered office is located at Room 01-05, 31/F, Singga Comm. Centre, 148 Connaught Rd. West, Sai Ying Pun, Hong Kong.
海信世纪金隆(香港)有限公司, 一家根据香港法律成立的公司(简称“投资人”), 其注册办事处位于香港西营盘干诺道西 148 号兴基商业中心 31 楼 01-05 室。

Each of the parties listed above is referred to herein individually as a “Party” and collectively as the “Parties”.
上述各方在本协议中单独称为“一方”, 合称为“各方”。

RECITALS
序言

- A. The Company is a limited liability company registered in the Cayman Islands, authorised to issue a maximum of no more than 20,000,000 ordinary shares of US\$1.00 par value each, of which 15,045,024 shares have been issued.
公司为在开曼群岛注册的有限责任公司, 其授权股本为20,000,000股普通股, 每股面值1美元, 其中15,045,024股普通股已经发行认购完毕。
- B. The Company seeks to secure an investment from the Investor, on the terms and conditions set forth herein.
公司寻求根据本协议规定的条款和条件从投资者处获得投资。
- C. The Investor wishes to invest in the Company by subscribing for a certain

number of the Ordinary Shares to be issued by the Company pursuant to the terms and subject to the conditions of this Agreement.

投资者希望通过认购公司根据本协议的条款和条件所发行的一定数量的普通股对公司进行投资。

- D. The Company wishes to issue and sell a certain number of the Ordinary Shares to the Investor pursuant to the terms and subject to the conditions of this Agreement.
公司希望根据本协议的条款和条件向投资者发行和出售一定数量的普通股。
- E. The Parties desire to enter into this Agreement and make the respective representations, warranties, covenants and Agreements set forth herein on the terms and conditions set forth herein.
各方希望签订本协议，并根据本协议规定的条款和条件做出各自的声明、保证、承诺和约定。

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereto hereby agree as follows:

因此，考虑到上述声明、下文所述的相互承诺以及其他善意且有价约因，各方特此同意接受并充分履行以下约定：

1. Definitions. 定义

The capitalized terms in this Agreement shall have the meanings ascribed to them in Schedule II attached hereto.

本协议中大写的术语 应具有附表二中赋予它们的含义。

2. Purchase and Sale of the Shares. 股份的购买和出售。

2.1 Sale and Issuance of the Shares. Subject to the terms and conditions of this Agreement, at the Closing (as defined below), the Investor agrees to subscribe for and purchase from the Company, and the Company agrees to issue and sell to the Investor, the number of the Ordinary Shares ("Subscription Shares") as set forth in Part I of Schedule I attached hereto, for an aggregate purchase price as set forth in Part I of Schedule I (the "Purchase Price"). The capitalization tables of the Company immediately before the Completion Date are set forth in Part II of Schedule I hereto.

股份的出售和发行。 根据本协议的条款和条件，在交割时(定义见下文)，投资者同意认购和购买，公司同意向投资者发行和出售相应数量普通股(简称“认购股份”)，其数量和种类见本协议附表一第一部分，合计购买价款见附表一第一部分(简称“购买价款”)。交割前公司资本结构表详见本协议附表一第二部分。

2.2 Closing. 交割

(a) **Closing.** The consummation of the sale and issuance of the Subscription Shares pursuant to Section 2.1 (the “Closing”) shall take place remotely via the exchange of documents and signatures upon all closing conditions specified in Section 5 and Section 6 hereof have been waived or satisfied.

交割。 根据第 2.1 节完成认购股份的销售和发行(简称“交割”)应在本协议第 5 节、第 6 节规定的所有交割条件被放弃或满足时, 通过交换文件和签名来远程完成。

(b) **Deliveries by the Company at the Closing.** At the Closing, in addition to any items expressly required as conditions to the Investor's obligations pursuant to Section 5.1, the Company shall deliver to the Investor (a) a scanned copy of the updated register of members of the Company, certified by the registered office provider of the Company, reflecting the issuance to such Investor of the Subscription Shares being purchased by such Investor at the Closing pursuant to Section 2.1, and (b) a scanned copy of the true copy of the share certificate issued in the name of such Investor representing the Subscription Shares being issued to such Investor at the Closing.

公司在交割时的交付。 在交割时, 除根据第 5.1 节明确规定的投资者履行交割义务条件所需文件外, 公司应向投资者交付(a)一份经公司注册办公室提供者证明的公司成员更新登记册的正本扫描件, 该登记册可反映投资者根据第 2.1 节在交割时购买的认购股份向投资者的发行情况, 以及(b)以投资者名义发行的代表交割时向投资者发行的认购股份的股票证书真实副本扫描件。

(c) **Deliveries by the Investor at the Closing.** At the Closing, the Investor shall pay its Purchase Price by wire transfer of immediately available funds to the following account of the Company:

投资者在交割时的交付。 在交割时, 投资者应通过电汇将立即可用的资金支付至公司以下账户:

Account Name:

收款人名称:

HISENSE BROADBAND MULTIMEDIA TECHNOLOGIES LTD

Account Address:

收款人地址:

56 ADMINISTRATION DRIVE WICKHAMS CAY I ROAD TOWN
TORTOLA BRITISH VIRGIN ISLANDS

Account Number:

收款人账号:

012-875-92-52136-2

Bank Name:

银行名称:

BANK OF CHINA (HONGKONG) LTD

Swift 代码:

Swift Code:

BKCHHKHHXXX

2.3 Use of Proceeds. The Company shall invest the entire proceeds from the aggregate purchase price into Xiamen Lianzhi Optical Communication Technology Co., Ltd.

收益的使用。公司应将认购总价款全部投资至厦门联智光通信技术有限公司。

2.4 Efforts to Fulfil Closing Conditions. The Company shall use its best efforts to ensure that the conditions to the Closing set forth in Section 5 shall be fulfilled as soon as practicable and shall deliver evidence to the Investor promptly on the fulfilment of each such condition and otherwise keep the Investor informed as to the status of fulfilment of each such condition.

努力满足交割条件。公司应尽最大努力确保第 5 节中规定的适用交割条件尽快得到满足, 并及时向投资者提供满足各条件的证据, 并告知投资者各条件的满足情况。

3. Representations and Warranties of the Warrantor. **保证人的声明和保证。**

The Company represents and warrants to the Investor that the statements as set forth in Schedule III, are all true, correct and complete as of the date hereof and as of the Closing.

公司向投资者声明和保证, 附表三中规定的声明截至本协议日期和交割日期均真实、正确和完整。

4. Representations and Warranties of the Investor. **投资者的声明和保证。**

The Investor represents, warrants and undertakes to the Company that each warranty set out below is true, accurate and not misleading as at the date of this Agreement and as at the Closing by reference to the facts and circumstances as at the Closing:

投资人向公司陈述、保证并承诺, 在本协议签署之日及在交割时, 就交割时的有关事实和情况所做的保证是真实、准确并且不存在误导:

4.1 Duly Incorporation. It has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation.

依法存续。投资人根据其设立地的有管辖权的法律依法设立并有效存续。

4.2 Authorization. The Investor has the necessary power and authority and this Agreement has been duly authorized and executed by the Investor and constitutes valid and legally binding obligations of the Investor

授权。投资人具有签署本协议的权利能力及授权, 投资人已合法授权并有效签署本协议, 本协议对投资人具有法律约束力。

4.3 No Conflict. The execution, delivery and performance by the Investor of this Agreement does not and will not result in a breach of any provisions of its constitutional documents or of any Applicable Laws.

不冲突。投资人签署、递交、履行本协议不会构成对其任何组织性文件或任何适用法律的违反。

4.4 No Transfer. The Investor agrees and undertakes that from the Closing to the Qualifying IPO Listing Date, it shall not sell, assign, transfer, pledge, mortgage or otherwise dispose of, or agree or undertake to do the same, any legal or beneficial interest (including, without limitation, voting rights) in any Shares it held. If the Qualifying IPO has not been completed by the 24th month anniversary of the the date when the Company submit the applicable document for a Qualifying IPO (the “Qualifying IPO Application Date”), the provisions of this Section 4.4 shall automatically become void.

不转让。自交割日起至公司合格 IPO 上市日，投资人不得将其股份的法定或实益权益(包括但不限于投票权)进行出售、让与、转让、质押、抵押或以其他方式处置，或同意或承诺进行上述行为。若自公司递交合格 IPO 申请表格之日（“合格 IPO 申请日期”）后 24 个月届满之日，公司仍未能完成合格 IPO，则本协议第 4.4 节自动失效。

5. Conditions to the Investor’s Obligations at the Closing. **投资者履行交割义务的条件。**

5.1 The obligations of the Investor to consummate the Closing under Section 2 of this Agreement, unless otherwise waived in writing by the Investor, are subject to the fulfillment and satisfaction of the following conditions (the “Closing Conditions”) on or prior to the Closing:

投资者履行本协议第 2 节规定的交割义务应以下列条件达成或被投资者书面放弃为前提(简称“交割条件”)，且该等条件应于交割日或之前达成：

(a) **Representations and Warranties.** Each of the representations and warranties of the Company, as the Warrantor, contained in Section 3 shall have been true and complete when made and shall be true and complete on and as of the date of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing, except for those representations and warranties that address matters only as of a particular date, which representations will have been true and complete as of such particular date.

声明和保证。第 3 节中包含的公司以保证人身份作出的每一项声明和保证在作出时应是真实完整的，并且在交割日期应是真实完整的，如同这些声明和保证是在交割日期作出的一样，但此类声明和保证仅解决特定日期的问题除外，此类声明在该特定日期将是真实完整的。

(b) **Performance.** The Company shall have performed and complied with all obligations and conditions contained in the Transaction Documents that are required to be performed or complied with by them, on or before the Closing.

履约。在交割日或之前，公司应已履行并遵守交易文件中要求其履行或遵守的所有义务和条件。

(c) **Transaction Documents.** Each of the parties to the Transaction Documents, other than the Investor, shall have executed and delivered such Transaction Documents to the Investor in form and substance reasonably satisfactory to the Investor.

交易文件。除投资者外，交易文件的各方应已签署并向各投资者交付该等交易文件，其形式和内容应令各投资者合理满意。

(d) **Investor's Approval.** The approval for the execution of this Agreement and the other Transaction Documents as well as the transactions contemplated hereby and thereby shall have been obtained by the Investor.

投资者的批准。 投资者应已取得执行本协议、其他交易文件以及本次交易的批准。

6. Conditions to the Company's Obligations at the Closing. **公司履行交割义务的条件。**

The obligations of the Company to consummate the Closing under Section 2 of this Agreement, unless otherwise waived in writing by the Company, are subject to the fulfillment of the following conditions, on or prior to the Closing:

公司履行本协议第 2 节规定的交割义务应以下列条件达成或被公司书面放弃为前提, 且该等条件应于交割日或之前达成:

6.1 Representations and Warranties. The representations and warranties of the Investor contained in Section 4 shall have been true and complete when made and shall be true and complete on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the date of the Closing, except for those representations and warranties that address matters only as of a particular date, which representations will have been true and complete as of such particular date.

声明和保证。 第 4 节中包含的投资者的声明和保证在作出时应是真实完整的, 并且在交割日期应是真实完整的, 如同这些声明和保证是在交割日期作出的一样, 但此类声明和保证仅解决特定日期的问题除外, 此类声明在该特定日期将是真实完整的。

6.2 Performance. The Investor shall have performed and complied with all covenants, obligations and conditions contained in this Agreement that are required to be performed or complied with by such Investor on or before the Closing.

履约。 在适用的结算之日或之前, 各投资者应已履行并遵守本协议中要求其履行或遵守的所有契约、义务和条件。

7. Executory Period Covenants. **过渡期契约。**

7.1 Covenants. Between the date hereof and the Closing, the Company shall procure that, except with the prior written consent of the Investor (which shall not be unreasonably withheld), the business of the Company shall be operated in the ordinary and usual course.

契约。 在本协议日期和交割日期之间, 除非投资者书面同意(该等书面同意不应被不合理地拖延给付), 公司应促使业务按照惯例正常经营。

8. Termination. **终止。**

8.1 Termination of Agreement. This Agreement may be terminated by mutual written consent of the Company and the Investor.

协议的终止。 本协议可以经公司与投资人书面同意终止。

8.2 Effect of Termination. If this Agreement is terminated pursuant to the provision of Section 8.1, this Agreement will be of no further force or effect, provided that no Party shall be relieved of any liability for a breach of this Agreement or for any misrepresentation hereunder, nor shall such termination be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.

终止的效力。如果根据第 8.1 节的规定终止本协议, 本协议将不再有效, 前提是不得免除任何一方对违反本协议或本协议项下的任何虚假声明的任何责任, 此类终止也不得被视为构成对任何此类违反或虚假声明的任何可用补救措施(包括具体履行, 如果可用)的放弃。

9. Indemnity. **赔偿。**

9.1 General Indemnity. The Company hereby agrees to indemnify and hold harmless each Indemnitee from and against all indemnifiable Loss, arising out of or resulting from: (i) any inaccuracy of any Warranty under this Agreement by the Company, (ii) any breach by the Company of any of its respective undertakings or other obligations in this Agreement, or (iii) investigating, disputing, defending or preparing to defend the aforementioned matter. The provisions of this Section 9 shall survive any termination of this Agreement.

一般赔偿。 公司特此同意赔偿各受偿人因以下原因引起的所有可赔偿损失, 并使其免受损害: (i) 公司在本协议项下保证事项的不准确, (ii) 公司违反其在本协议中作出的任何承诺或其他义务, 或(iii) 对前述事项所进行的调查、争议、抗辩或为抗辩所作的准备。第 9 节的规定在本协议终止后仍然有效。

10. Miscellaneous. **其他。**

10.1 Governing Law. This Agreement shall be governed by and construed under the Laws of Hong Kong, without regard to principles of conflict of Laws thereunder.

适用法律。 本协议受香港法律管辖, 并根据香港法律进行解释, 而不考虑香港法律的冲突原则。

10.2 Dispute Resolution. **争议的解决。**

(i) Any dispute, controversy or claim (each, a “Dispute”) arising out of or relating to this Agreement, or the interpretation, breach, termination, validity or invalidity thereof, shall be negotiated in good faith between the Parties and if failed, referred to arbitration upon the demand of either party to the dispute with notice (the “Arbitration Notice”) to the other.

因本协议或本协议的解释、违约、终止、有效性或无效性而产生或与之相关的任何争议、纠纷或索赔(各称为“争议”), 应由各方本着诚信原则协商解决, 如果协商失败, 应争议一方的要求, 在向另一方发出通知(简称“仲裁通知”)后提交仲裁。

(ii) The Dispute shall be settled by arbitration in Hong Kong by

the Hong Kong International Arbitration Centre (the “HKIAC”) in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “HKIAC Rules”) in force when the Arbitration Notice is submitted in accordance with the HKIAC Rules. There shall be one (1) arbitrator. The HKIAC Council shall select the arbitrator.

争议应由香港国际仲裁中心(简称“HKIAC”)根据仲裁通知根据 HKIAC 规则提交时有效的香港国际仲裁中心执行的仲裁规则(简称“HKIAC 规则”)在香港进行仲裁解决。应有一(1)名仲裁员。HKIAC 委员会将选择仲裁员。

(iii) The arbitral proceedings shall be conducted in both English and Chinese. To the extent that the HKIAC Rules are in conflict with the provisions of this Section 10.2, including the provisions concerning the appointment of the arbitrators, the provisions of this Section 10.2 shall prevail.

仲裁程序应以英文和中文进行。如果《HKIAC 规则》与第 10.2 节的规定(包括关于仲裁员任命的规定)相冲突,应以第 10.2 节的规定为准。

(iv) Each party to the arbitration shall cooperate with each other party to the arbitration in making full disclosure of and providing complete access to all information and documents requested by such other party in connection with such arbitral proceedings, subject only to any confidentiality obligations binding on such party.

仲裁的每一方应与仲裁的另一方合作,充分披露并提供该另一方要求的与该仲裁程序有关的所有信息和文件,仅遵守对该方有约束力的任何保密义务。

(v) The award of the arbitral tribunal shall be final and binding upon the parties thereto, and the prevailing party may apply to a court of competent jurisdiction for enforcement of such award.

仲裁庭的裁决应为最终裁决,对各方均有约束力,胜诉方可向有管辖权的法院申请强制执行该裁决。

(vi) The arbitral tribunal shall decide any Dispute submitted by the parties to the arbitration strictly in accordance with the substantive Laws of Hong Kong (without regard to principles of conflict of Laws thereunder) and shall not apply any other substantive Law.

仲裁庭应严格按照香港的实体法(不考虑其法律冲突原则)裁决各方提交仲裁的任何争议,不得适用任何其他实体法。

(vii) Any party to the Dispute shall be entitled to seek preliminary injunctive relief, if possible, from any court of competent jurisdiction pending the constitution of the arbitral tribunal.

如有可能,争议的任何一方应有权在仲裁法庭组成之前向任何有管辖权的法院寻求初步禁令救济。

(viii) During the course of the arbitral tribunal’s adjudication of the Dispute, this Agreement shall continue to be performed except with respect to the part in dispute and under adjudication.

在仲裁庭对争议进行裁决的过程中,本协议应继续履行,但争议和正在裁决的部分除外。

10.3 Notices. Any notice required or permitted pursuant to this Agreement shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service, fax, electronic mail or similar means to the address of the relevant Party as shown on Schedule IV (or at such other address as such Party may designate by fifteen (15) days' advance written notice to the other Parties to this Agreement given in accordance with this Section 10.3). Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognized courier a letter containing the notice, with a written confirmation of delivery, and to have been effected at the earlier of (i) delivery (or when delivery is refused) and (ii) expiration of two (2) Business Days after the letter containing the same is sent as aforesaid. Where a notice is sent by fax or electronic mail, service of the notice shall be deemed to be effected by properly addressing, and sending such notice through a transmitting organization, with a written confirmation of delivery, and to have been effected on the day the same is sent as aforesaid, if such day is a Business Day and if sent during normal business hours of the recipient, otherwise the next Business Day. Notwithstanding the foregoing, to the extent a "with a copy to" address is designated, notice must also be given to such address in the manner above for such notice, request, consent or other communication hereunder to be effective.

通知。 根据本协议要求或允许的任何通知应以书面形式发出, 并应亲自发出或通过第二天或第二天快递服务、传真、电子邮件或类似方式发送至附表四所示的相关方地址(或该方根据第 10.3 节提前十五(15)天书面通知本协议其他方指定的其他地址)。如果通过第二天或第二天快递服务发送通知, 通知的送达应被视为通过正确注明地址、预付费用并通过第二天或第二天快递服务通过国际公认的快递发送包含通知的信件, 以及书面的送达确认, 并在(i)送达(或当拒绝送达时)和(ii)包含相同内容的信件按前述方式发送后两(2)个营业日到期(以较早者为准)完成。如果通知是通过传真或电子邮件发送的, 通知的送达应被视为通过适当的地址并通过发送机构发送了该通知, 并附有书面的送达确认, 如果该日是营业日, 且如果是在收件人的正常工作时间内发送, 则该通知的送达应被视为在上述发送之日生效, 否则为下一个营业日。尽管有上述规定, 对于指定“抄送”地址, 还必须以上述方式向该地址发出通知, 方可使本协议项下的通知、请求、同意或其他通信生效。

10.4 Severability. In case any provision of the Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

可分割性。 如果本协议的任何条款无效、不合法或不可执行, 其余条款的有效性、合法性和可执行性不得因此受到任何影响或损害。

10.5 Amendments and Waivers. Any term of this Agreement may be amended, only with the written consent of each of (i) the Company, and (ii) the Investor. Any amendment effected in accordance with this paragraph shall be binding upon each of the Parties hereto. Notwithstanding the foregoing, the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the Party against whom such waiver is sought.

修正案和豁免。 本协议的任何条款均可以修正, 但必须获得(i)公司和(ii)投资者

的书面同意。根据本段做出的任何修正对各方均有约束力。尽管有上述规定,只有在寻求豁免一方的对立方书面同意的情况下,本协议任何条款的遵守方可被豁免(无论在一般或特殊情况下,也无论是追溯性或前瞻性豁免)。

10.6 No Waiver. Failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof will not be deemed a waiver of such term, covenant, or condition, nor will any waiver or relinquishment of, or failure to insist upon strict compliance with, any right, power or remedy power hereunder at any one or more times be deemed a waiver or relinquishment of such right, power or remedy at any other time or times.

非弃权。 未能坚持严格遵守本协议中的任何条款、约定或条件不会被视为放弃该条款、约定或条件,任何一次或多次放弃或让渡或未能坚持严格遵守本协议中的任何权利、权力或补救权也不会被视为在任何其他时间放弃或放弃该权利、权力或补救权。

10.7 Headings and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

标题和副标题。 本协议中使用的标题和副标题仅为方便起见,在诠释或解释本协议时不应予以考虑。

10.8 Counterparts. This Agreement is executed in three originals, held by the each Party respectively.

副本。 本协议一式叁份,各方各执一份正本。

10.9 Confidentiality. Except as required by applicable laws or legal process, the existence and terms of this Agreement and the purchase and sale of the shares (“Confidential Information”) are confidential and shall not be disclosed to any third party (except to any affiliate of the contractual parties, or their respective legal and financial advisers). If a party is required by applicable laws or legal process to disclose any Confidential Information, it shall, before making any such disclosure or filing, to the extent reasonably practicable and permitted by applicable laws, consult with the other parties regarding such disclosure and use reasonable efforts to seek confidential treatment for such portions of the disclosure or filing as may be reasonably requested by the other parties. The Parties further agree and confirm that the Company and its affiliates shall have the right to disclose all or part of this Agreement to third parties under the following circumstances: (1) disclosure to professional advisors of the Company and its affiliates (including but not limited to lawyers, accountants, and financial advisors) for the purpose of obtaining professional advice or services; (2) disclosure to agents appointed by the Company and its affiliates to assist in performing obligations under this Agreement; (3) disclosure required by applicable laws and regulations (including but not limited to any stock exchange rules or requirements), including public disclosure of details related to this Agreement; (4) submission of Agreement-related information to regulatory authorities, government agencies, or judicial bodies to comply with applicable legal requirements or cooperate with regulatory investigations; and (5) disclosure to affiliates, parent companies, or subsidiaries of the Company and its Affiliates for internal management or compliance purposes; provided, however, that such disclosures shall not constitute a breach of the confidentiality provisions under this Agreement, and the Company

shall not be liable for any such disclosures.

保密。除法定程序另有规定外，本协议、本协议的条款以及股份的购买和出售的事项(“保密信息”)应由本协议各方保密并不得披露给任何第三方(除非该第三方为协议方关联方或其各自的法律和财务顾问)。如本协议一方被适用法律或法定程序要求披露保密信息，其应在作出该等披露或申报前，在法律允许的合理范围内，与其他各方就该等披露进行沟通，并尽最大努力应其他方合理要求对披露或申报的部分内容作保密处理。各方进一步同意并确认，公司及其关联实体有权在以下情况下向第三方披露本协议的全部或部分内容：(1) 向公司及其关联实体的专业顾问人士(包括但不限于律师、会计师、财务顾问)披露，以获取专业意见或服务；(2) 向公司及其关联实体委任的代理人披露，以协助履行本协议项下的义务；(3) 根据适用的法律法规要求(包括但不限于任何证券交易所规则或要求)公开披露与本协议所述内容相关的详情；(4) 向相关监管机构、政府部门或司法机关递交与本协议相关的信息，以遵守适用的法律法规要求或配合监管调查；以及(5) 向公司及其关联实体的关联公司、母公司或子公司披露，以进行内部管理或合规需要；惟上述披露不构成对本协议保密条款的违反，公司无需就此类披露承担任何责任。

10.10 Third Party Rights. No provision of this Agreement shall confer any rights or benefits on any person or entity that is not a party to this Agreement. Unless expressly provided in this Agreement, no person or entity that is not a party to this Agreement shall have any right to enforce or rely on any provision of this Agreement under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) or any other law.

第三者权利。本协议的任何条款均不赋予任何非本协议当事方的个人或实体任何权利或利益。除非本协议中明确规定，任何非本协议当事方的个人或实体均无权根据《合约(第三者权利)条例》(香港法例第 623 章)或其他法律，执行或享有本协议的任何条款。

10.11 Entire Agreement. This Agreement and the Transaction Documents, together with all schedules hereto and thereto, constitute the full and entire understanding and Agreement among the Parties with regard to the subjects hereof and thereof, and supersede all other Agreements between or among any of the Parties with respect to the subject matters hereof and thereof.

完整协议。本协议和交易文件，以及本协议和交易文件的所有附表，构成各方之间对本协议和交易的完整理解和约定，并取代各方之间就本协议和交易所达成的所有其他协议。

10.12 Use of Language. This Agreement has been executed and delivered both in English and Chinese languages. In case of any discrepancy between English and Chinese versions, the Chinese version shall prevail.

语言。本协议以英文和中文两种语言签署和交付。如中英文版本有任何差异，以中文版本为准。

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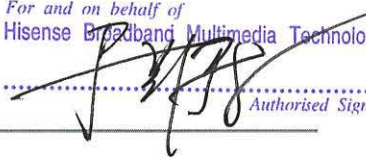
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协议编号: HS2025071801
Agreement No.: HS2025071801

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representative(s) to execute this Agreement on the date and year first above written.

特此证明，本协议各方已促使其各自正式授权的代表于上文首次写明的日期签署本协议。

COMPANY: Hisense Broadband Multimedia Technologies, Ltd.
公司: 海信宽带多媒体技术公司

By: *For and on behalf of*
签署人: *Hisense Broadband Multimedia Technologies, Ltd.*

.....
Authorised Signature(s)

协议编号: HS2025071801
Agreement No.: HS2025071801

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representative(s) to execute this Agreement on the date and year first above written.

特此证明, 本协议各方已促使其各自正式授权的代表于上文首次写明的日期签署本协议。

Hisense Group Holdings Co., Ltd. (Company Seal)
海信集团控股股份有限公司 (盖章)



By:
签署人:



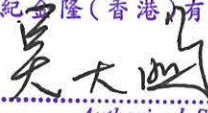
协议编号: HS2025071801
Agreement No.: HS2025071801

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representative(s) to execute this Agreement on the date and year first above written.

特此证明，本协议各方已促使其各自正式授权的代表于上文首次写明的日期签署本协议。

INVESTOR: HISENSE CKL (HK) CO., LIMITED

投资者： 海信世纪金隆（香港）有限公司

For and on behalf of
HISENSE CKL (HK) CO., LIMITED
海信世纪金隆(香港)有限公司
By: 
签署人:
Authorized Signature(s)

SCHEDULE I

附表一

PART I: SUBSCRIPTION SHARES AND PURCHASE PRICE

第一部分：认购股份及购买价款

#	Name	Subscription Shares	Purchase Price (USD)
1	HISENSE CKL (HK) CO., LIMITED	677,026 Ordinary Shares (Note 1)	USD \$62,861,453.36 (Note 2)

Note 1: The number of Subscription Shares is calculated with reference to: (i) the Company's pre-money valuation of RMB 10,000,000,000; (ii) an aggregate investment amount of RMB 450,000,000; and (iii) the total number of outstanding Ordinary Shares immediately prior to the Closing, being 15,045,024 shares.

Note 2: The Purchase Price shall be paid in USD, with such amount to be determined by converting the investment amount of RMB 450,000,000 at the exchange rate of US\$1.00 to RMB7.1586.

#	名称	认购股份	购买价款（美元）
1	海信世纪金隆（香港）有限公司	677,026 普通股 (备注 1)	\$62,861,453.36 美元 (备注 2)

备注 1：本次认购股份数量根据以下确认：(i)公司投前估值人民币 100 亿元整 (RMB 10,000,000,000)；(ii)投资金额人民币 4.5 亿元整(RMB 450,000,000)；及(iii)交割前公司已发行在外的普通股总数 15,045,024 股。

备注 2：购买价款应以美元支付，其金额按本次投资金额人民币 4.5 亿元整 (RMB 450,000,000)以 1 美元兑 7.1586 人民币元的汇率折算确定。

SCHEDULE I
附表一

PART II: CAPITALIZATION TABLE IMMEDIATELY PRIOR TO THE CLOSING

第二部分：交割前的资本额表

Shareholder 股东	Class of Shares 股份类别	Number of Shares 股份数目	Percentage 持股比例
Hisense Group Holdings	Ordinary Shares 普通股	7,207,473	47.91%
Ligent International	Ordinary Shares 普通股	3,766,015	25.03%
Global Optical	Ordinary Shares 普通股	2,672,615	17.76%
Archcom LLC	Ordinary Shares 普通股	731,483	4.86%
Qingdao Bolangde	Ordinary Shares 普通股	532,919	3.54%
AI Talents LP	Ordinary Shares 普通股	134,519	0.90%
Total 合计		15,045,024	100%

Note: Between the date of this Agreement and the Closing, subject to the Qualifying IPO application arrangements of the Company and for the purpose of the proposed listing of the Company, the Company may conduct a stock split, adjust the employee incentive shareholding structure (provided that no such adjustment shall materially affect the ultimate beneficial ownership percentages of the relevant employees after look-through), adjust shareholder ownership ratios and treasury shares and/or adjust its authorized share capital, provided that such adjustments shall not affect the Investor's post-investment equity ownership percentages. In the event of a stock split, the post-completion shareholding structure of the Investor and the existing shareholders will be diluted on a pro rata basis.

注：在签署日及交割日期间，受限于合格 IPO 申请安排并以上市为目的，公司可能会进行拆股、调整部分激励员工持股路径（但不涉及对该激励员工穿透后持股比例重大调整）、调整股东持股比例与库存股股数及/或调整授权股本，但前述调整均不会影响投资人本轮投后的股权占比。如进行拆股，投资人交割后及现有股东持有的公司股份将同比例稀释。

SCHEDULE II DEFINITION

附表二 定义

<u>“Action”</u> “诉讼”	shall mean, any charge, claim, action, complaint, petition, investigation, appeal, suit, litigation, grievance, inquiry or other proceeding, whether administrative, civil, regulatory or criminal, whether at law or in equity, or otherwise under any applicable Law, and whether or not before any mediator, arbitrator or Governmental Authority. 是指任何指控、索赔、诉讼行动、投诉、请愿、调查、上诉、诉讼、申诉、调查或其他程序,无论是行政、民事、监管或刑事程序,无论是法律或衡平法程序,还是任何适用法律规定的程序,也无论是否提交给任何调解人、仲裁人或政府机构。
<u>“Affiliate”</u> “关联方”	The term “Affiliate” means, with respect to any Person, any Person which, directly or indirectly, controls, is controlled by or is under common control with such Person. The term “Affiliated” has meanings correlative to the foregoing. 就任何人而言,术语“关联方”是指直接或间接控制、被该人控制或与该人共同控制的任何人。术语“关联的”具有与前述相关的含义。
<u>“Agreement”</u> “协议”	shall have the meaning ascribed to it in the preamble. 应具有序言中所赋予的含义。
<u>“Arbitration Notice”</u> “仲裁通知”	shall have the meaning ascribed to it in <u>Section 10.2(i)</u>. 应具有第 10.2(i)节所赋予的含义。
<u>“Business Day”</u> “营业日”	shall mean, any day that is not a Saturday, Sunday, legal holiday or other day on which commercial banks are required or authorized by Law to be closed in the PRC or Hong Kong. 指除周六、周日、法定假日或中国或香港法律要求或授权商业银行停止营业的其他日期以外的任何一天。
<u>“Company”</u> “公司”	shall have the meaning ascribed to it in the preamble. 应具有序言中所赋予的含义。
<u>“Consent”</u> “同意”	shall mean, any consent, approval, authorization, release, waiver, permit, grant, franchise, concession, Agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any Person, including any Governmental Authority. 是指对任何人(包括任何政府机构)的任何同意、批准、授权、发布、弃权、许可、授予、特许、让步、协

议、执照、豁免或命令、注册、证书、声明或备案、报告或通知。

“Contract”
“合同”

shall mean, a contract, Agreement, understanding, indenture, note, bond, loan, instrument, lease, mortgage, franchise, license, commitment, purchase order, and other legally binding arrangement, whether written or oral.
是指合同、协议、谅解、契约、票据、债券、贷款、票据、租约、抵押、特许、许可、承诺、采购订单和其他具有法律约束力的书面或口头协议。

“Control”
“控制”

of a given Person, shall mean the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by Contract or otherwise; provided, that such power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors of such Person. The terms “Controlled” and “Controlling” have meanings correlative to the foregoing.
对任何人的控制，是指直接或间接通过拥有有表决权的证券、合同或其他方式指导该人的业务、管理和政策的权力或权限，无论是否行使；前提是，该等权力或权限最终应被推定为存在于拥有实益所有权或有权在该人的股东或股东会议上指导有权投票的百分之五十（50%）以上的投票或有权控制该人的董事会多数成员的组成。
“受控”和“控制”具有与前述相关的含义。

“Dispute”
“争议”

shall have the meaning ascribed to it in Section 10.2(i).
应具有第 10.2(i)节所赋予的含义。

“Equity Securities”
“权益证券”

shall mean, with respect to any Person that is a legal entity, any and all shares of capital stock, membership interests, units, profits interests, ownership interests, equity interests, registered capital, and other equity securities of such Person, and any right, warrant, option, call, commitment, conversion privilege, preemptive right or other right to acquire any of the foregoing, or security convertible into, exchangeable or exercisable for any of the foregoing, or any Contract providing for the acquisition of any of the foregoing.
就作为任何法人实体的人而言，是指该人的任何及所有股本股份、成员权益、单位、利润权益、所有权权益、股权权益、注册资本及其他股本证券，以及关于该人的任何权利、认股权证、期权、认购权、承诺、转换特

权、优先购买权或其他获得上述任何权利的权利，或可转换为、可交换或可行使上述任何权利的证券，或任何获得上述任何权利的合同。

“Governmental Authority”
“政府机构”

shall mean, any government of any nation, federation, province or state or any other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any government authority, agency, department, board, commission or instrumentality of the PRC or any other country, or any political subdivision thereof, any court, tribunal or arbitrator, and any self-regulatory organization.

是指任何国家、联邦、省或州的任何政府或其任何其他政治分支机构，行使政府或与政府相关的行政、立法、司法、监管或行政职能的任何实体、权力机构或团体，包括中华人民共和国或任何其他国家的任何政府权力机构、机构、部门、董事会、委员会或部门，或其任何政治分支机构，任何法院、法庭或仲裁员，以及任何自律组织。

“Group Company”
“集团公司”

shall mean, each of the Company, the Domestic Subsidiaries and the Overseas Subsidiaries, and “Group” refers to all of Group Companies collectively.

指本公司、境内子公司、境外子公司，“集团”是指所有集团公司的统称。

“HKIAC”

shall have the meaning ascribed to it in Section 10.2(ii).
其含义见第 10.2(ii) 条。

“HKIAC Rules”
“HKIAC 规则”

shall have the meaning ascribed to it in Section 10.2(ii).
其含义见第 10.2(ii) 条。

“Hong Kong”
“中国香港”

shall mean Hong Kong Special Administrative Region of People's Republic of China.
是指中华人民共和国香港特别行政区。

“Indemnifiable Loss”
“可赔偿损失”

shall mean, with respect to any Person, any action, claim, cost, damage, deficiency, diminution in value, disbursement, expense, Liability, loss, obligation, penalty or settlement of any kind or nature imposed on or otherwise incurred or suffered by such Person, including without limitation, reasonable legal, accounting and other professional fees and expenses incurred in the investigation, collection, prosecution and defense of claims and amounts paid in settlement and Taxes payable by such Person by reason of the indemnification.

是指关于任何人, 该人的任何诉讼、索赔、成本、损害、赤字、价值减少、支出、费用、负债、损失、债务、针对该人收取或该人在其他方面遭受或发生的罚款或任何种类或性质的结算, 包括但不限于在调查、收集、起诉和索赔辩护中发生的合理的法律、会计和其他专业费用和开支, 以及该人因赔偿而支付的结算金额和应付税款。

“Investor”
“投资者”

shall have the meaning ascribed to it in the preamble.
应具有序言中所赋予的含义。

“Law” or “Laws”
“法律”

shall mean, any and all provisions of any applicable constitution, treaty, statute, law, regulation, ordinance, code, rule, or rule of common law, any governmental approval, concession, grant, franchise, license, Agreement, directive, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, in each case as amended, and any and all applicable governmental orders.

是指任何适用的宪法、条约、法令、法律、法规、条例、法典、规则或普通法规则的任何和所有规定, 任何政府批准、让步、授予、特许、许可、协议、指令、要求或其他政府限制, 或任何政府机构的任何类似形式的决定、或决定, 或任何上述内容的任何解释或管理(在每种情况下均经过修订), 以及任何政府机构作出、当其面作出或在其监督下做出任何和所有适用的政府命令。

“Liabilities”
“负债”

shall mean, with respect to any Person, all liabilities, obligations and commitments of such Person of any nature, whether accrued, absolute, known or unknown, contingent or otherwise, and whether due or to become due.

关于任何人, 是指该人任何性质的所有应计、绝对、已知或未知、或有或其他负债、债务和承付款项, 无论是否到期还是即将到期。

“Lien”
“留置权”

shall mean, any claim, charge, easement, encumbrance, lease, covenant, security interest, lien, option, pledge, rights of others, or restriction (whether on voting, sale, transfer, disposition or otherwise), whether imposed by Contract, understanding, law, equity or otherwise.

是指任何索赔、收费、地役权、产权负担、租约、契约、担保权益、留置权、期权、质押、他人权利或限制(无论是在表决、销售、转让、处置或其他方面), 无论是由合同、谅解、法律、衡平法或其他方面强制规定

的。

“<u>Material</u> <u>Adverse</u> <u>Effect</u>” “<u>重大不利影响</u>”	shall mean, any (i) event, occurrence, fact, condition, change or development that has had, has, or could reasonably be expected to have, individually or together with other events, occurrences, facts, conditions, changes or developments, a material adverse effect on the business, properties, assets, employees, operations, results of operations, condition (financial or otherwise), prospects, assets or Liabilities of the Group taken as a whole, (ii) material impairment of the ability of any Party (other than the Investor) to perform the material obligations of such party under any Transaction Documents, or (iii) material impairment of the validity or enforceability of this Agreement or any other Transaction Document against any Party hereto or thereto (other than the Investor). 是指以下任何一项：（i）单独或与其他事件、发生事件、实际情况、状况、变更或发展一起，对或合理预计可能对整个集团的业务、财产、资产、员工、经营、经营业绩、状况（财务或其他方面）、前景、资产或负债产生重大影响的事件、发生事件、实际情况、状况、变更或发展；（ii）任何一方（投资者除外）履行该方在任何交易文件下的重大义务的能力重大受损；或（iii）本协议或任何其他交易文件对任何一方（投资者除外）的有效性或可执行性受到重大损害。
“<u>Ordinary Shares</u>” “<u>普通股</u>”	shall mean, the Ordinary Shares of the Company, par value US\$1 per share, with the rights and privileges as set forth in the Memorandum and Articles. 是指本公司的普通股，每股票面价值为 1 美元，享有公司章程和细则中规定的权利和特权。
“<u>Party</u>” or “<u>Parties</u>” “<u>一方</u>” 或 “<u>各方</u>”	shall have the meaning ascribed to it in the preamble. 应具有序言中所赋予的含义。
“<u>Person</u>” “<u>人</u>”	shall mean, any individual, corporation, partnership, limited partnership, proprietorship, association, limited liability company, firm, trust, estate or other enterprise or entity. 是指任何个人、公司、合伙企业、有限合伙企业、独资企业、协会、有限责任公司、商号、信托、不动产或其他企业或实体。
“<u>PRC</u>” “<u>中国</u>”	shall mean, the People’s Republic of China, but solely for the purposes of this Agreement and the other Transaction Documents, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the islands of Taiwan.

是指中华人民共和国, 但仅就本协议和其他交易文件而言, 不包括中国香港特别行政区、中国澳门特别行政区和中国台湾岛。

“Qualifying IPO”
“合格 IPO”

shall mean an initial public offering (being a primary offer) of the Shares of the Company on the Shanghai Stock Exchange, the Shenzhen Stock Exchange, The Stock Exchange of Hong Kong Limited, or any other stock exchange approved by the Investors; in each case, subject to the relevant exchange approving the listing and trading of such shares, and any reference in this Agreement to the “occurrence of a Qualifying IPO” or other terms having a similar effect shall mean the commencement of dealing of the Shares in the manner set forth above of the Company on the applicable Stock Exchange.

指公司首次公开发行股份并在上海证券交易所、深圳证券交易所、香港联合交易所或投资人认可的其他证券交易所完成上市交易, 前提是: 证券交易所同意本次首次公开发行的股份上市及交易

“Qualifying IPO Listing Date”
“合格 IPO 上市日”

shall mean the date on which the Shares of the Company first commence trading on the relevant stock exchange pursuant to a Qualifying IPO.

指公司股票依据合格 IPO 在相关证券交易所首次开始正式交易的日期

“Qualifying IPO Deadline”
“合格 IPO 最后期限”

shall mean the day falling 8 years after the Closing.
指交割日后满 8 年的当日。

“Proceeds”
“收益”

shall have the meaning ascribed to it in Section 2.3.
其含义见第 2.3 条。

“SAMR”

shall mean, the State Administration for Market Regulation of the PRC or, with respect to the issuance of any business license or filing or registration to be effected by or with the State Administration for Market Regulation, any Governmental Authority which is similarly competent to issue such business license or accept such filing or registration under the Laws of the PRC.

是指中国国家市场监督管理总局, 或关于国家市场监督管理总局颁发的任何营业执照或备案或注册, 指根据中国法律具有颁发此类营业执照或接受此类备案或注册的类似资格的任何政府机构。

“Social Insurance”
“社会保险”

shall mean, any form of social insurance required under applicable Laws, including without limitation, the PRC national and local contributions for pensions, medical insurance, unemployment insurance, work-related injury insurance, pregnancy benefits, and housing accumulation funds.

指适用法律要求的任何形式的社会保险,包括但不限于中国国家和地方缴纳的养老金、医疗保险、失业保险、工伤保险、怀孕津贴和住房公积金。

“Tax”
“税收”

shall mean, (i) in the PRC: (a) any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, including, without limitation, all net income (including enterprise income tax and individual income withholding tax), turnover (including value-added tax, business tax, and consumption tax), resource (including urban and township land use tax), special purpose (including land value-added tax, urban maintenance and construction tax, and additional education fees), property (including urban real estate tax and land use fees), documentation (including stamp duty and deed tax), filing, recording, social insurance (including pension, medical, unemployment, housing, and other social insurance withholding), tariffs (including import duty and import value-added tax), and estimated and provisional taxes, charges, fees, levies, or other assessments of any kind whatsoever, (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Governmental Authority in connection with any item described in clause (a) above, and (c) any form of transferee liability imposed by any Governmental Authority in connection with any item described in clauses (a) and (b) above, and (ii) in any jurisdiction other than the PRC: all similar Liabilities as described in clause (i)(a) and (i)(b) above. The terms “Taxation”, “Taxing” and “Taxable” have meanings correlative to the foregoing.

是指 (i) 在中国境内: (a) 任何国家、省、市或地方税收、收费、手续费、课税或其他征税,包括但不限于所有净收入(包括企业所得税和个人所得税预扣税)、营业额(包括增值税、营业税和消费税)、资源税(包括城镇土地使用税)、特殊用途税收(包括土地增值税、城市维护建设税和教育费附加)、财产税(包括城市房地产税和土地使用费)、单据税(包括印花税和契税)、归档税、记录税、社会保险税(包括养老、医疗、失业、住房和其他社会保险预扣)、关税(包括进口关税和进口增值税)、估计和临时税收、收费、手续费、课税或其他任何形式的征税; (b) 所有利息、罚款(行政、民事或刑事)或任何政府机构征收的与上述

第(a)款所述任何项目相关的额外金额;以及(c)任何政府机构收取的与上述第(a)和(b)款所述任何项目相关的任何形式的受让人负债;以及(ii)在除中国以外的任何司法管辖区:上述第(i)(a)和(i)(b)款所述的所有类似负债。术语“税务”、“征税”和“应税”应具有与上述相关的含义。

“Transaction Documents”
“交易文件”

shall mean, this Agreement and other Agreements and documents otherwise required in connection with implementing the transactions contemplated by any of the foregoing (if any).
是指本协议, 以及与实施上述任何预期交易相关的其他协议和文件(如有)。

“Warrantor”
“保证人”

shall mean, the Company.
是指公司。

SCHEDULE III REPRESENTATION AND WARRANTIES OF THE
WARRANTOR

附表三 保证人的声明和保证

1. Organization, Good Standing and Qualification.

组织、信誉和资质

Each Group Company is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under, and by virtue of, the Laws of the place of its incorporation or establishment and has all requisite power and authority to own its properties and assets and to carry on its business as now conducted and as proposed to be conducted. Each Group Company is qualified to do business and is in good standing (or equivalent status in the relevant jurisdiction) in each jurisdiction. Each Group Company that is a PRC entity has a valid business license issued by the SAMR or its local branch or other relevant Governmental Authorities, and has, since its establishment, carried on its business materially in compliance with the business scope set forth in its business license.

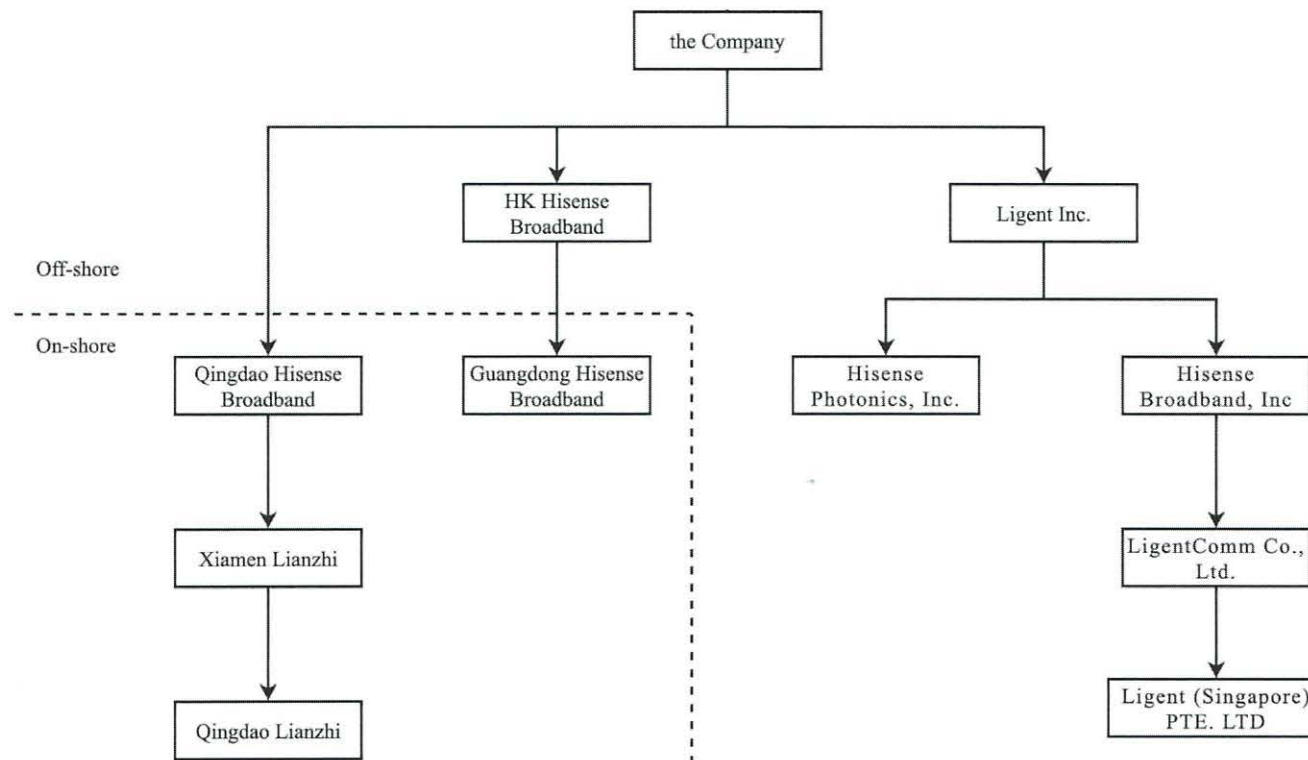
各集团公司根据其注册或成立地的法律正式组建、有效存续并具有良好的信誉（或在相关司法管辖区具有同等地位），并拥有所有必要的权力和权限拥有其财产和资产，以及开展其目前开展和计划开展的业务。各集团公司都有资格开展业务，并且在每个司法管辖区都有良好的信誉（或在相关司法管辖区具有同等地位）。作为中国实体的各集团公司均持有由SAMR 或其当地分支机构或其他相关政府机构颁发的有效营业执照，且自成立以来，基本上按照其营业执照中规定的业务范围开展业务。

2. Corporate Structure; Subsidiaries.

公司结构；子公司

The following sets forth a complete structure chart showing the ownership and control relationships among all Group Companies.

以下列出了一个完整的结构图，显示了所有集团公司之间的所有权和控制关系。



3. Capitalization and Voting Rights.
资本化和表决权。

- (i) **Company.** The Company has 20,000,000 authorised Shares with a par value of US\$1 each, of which 15,045,024 shares have been duly authorised and validly issued..
本公司。 公司的授权股数为 20,000,000，每股面值 1 美元。其中，15,045,024 股已经合法授权并有效发行给公司全部股东。
- (ii) **Capitalization and voting rights.** The capitalization table of Company as of immediately prior to the Closing as set out in Part II of Schedule I is true, complete and accurate in all respects. The capitalization table of Company as of immediately after the Closing as set out in Part III of Schedule I is true, complete and accurate in all respects
股权及表决权。 公司交割前股权结构已真实、完整、准确体现在附表一第二部分。
- (iii) **Issuance and Status.** All presently outstanding Equity Securities of the Company were duly and validly issued (or subscribed for) in compliance with all applicable Laws, preemptive rights of any Person, and applicable Contracts. .
发行和状态各集团公司和创始人载体的所有目前发行在外的权益证券均按照所有适用法律、任何人的优先购买权和适用合同正式有效发行（或认购）。

4. Authorization.
授权。

Each Warrantor has all requisite power and authority to execute and deliver the Transaction Documents to which it is a party and to carry out and perform its obligations thereunder. All action on the part of each party to the Transaction Documents (other than the Investor) (and, as applicable, its officers, directors and shareholders) necessary for the authorization, execution and delivery of the Transaction Documents, the performance of all obligations of each such party, and, in the case of the Company, the authorization, issuance (or reservation for issuance), sale and delivery of the Subscription Shares, has been taken or will be taken prior to the Closing. Each Transaction Document has been duly executed and delivered by each party thereto (other than the Investor) and constitutes valid and legally binding obligations of such party, enforceable against such party in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws of general application affecting enforcement of creditors' rights generally, and (ii) as limited by Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

各保证人拥有签署和交付其作为一方的交易文件，并履行其在交易文件项下的义务的所有必要权力和权限。交易文件各方（投资者除外）（以及，如适用，其高级职员、董事和股东）授权、执行和交付交易文件、履行该各方的所有义务，以及本授权、发行（或为发行而保留）、出售和交割认购股份而需要采取的所有行动，已经或将在交割前采取。每份交易文件已由其中各方（投资者除外）正式签署和交付，并构成该方的有效和具有法律约束力的义务，可根据其条款对该方强制执行，但以下情况除外（i）受适用的破产、无力偿债、重组、延期偿付和其他影响债权人权利执行的一般适用法律的限制，以及（ii）受与具体履行、禁令救济或其他衡平法救济的可用性相关的法律的限制。

5. Valid Issuance of Subscription Shares.
认购股份的有效发行。

The Subscription Shares, when issued, delivered and paid for in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and non-assessable, free from any liens (except for any restrictions on transfer under applicable Laws).

认购股份在根据本协议的条款发行、交付和支付，以获得本协议中规定的对价时，将正式有效发行、全额支付且不征税，无任何留置权（适用法律和附属协议规定的任何转让限制除外）。

**6. Compliance with Laws.
遵守法律。**

(i) Each Group Company is, and has been, in compliance with all applicable Laws in material aspects. No event has occurred and no circumstance exists that (with or without notice or lapse of time) may constitute or result in a violation by any Group Company of, or a failure on the part of such entity to comply with, any applicable Laws. None of the Group Companies has received any notice from any Governmental Authority regarding any of the foregoing. To the knowledge of the Warrantor, no Group Company is under investigation with respect to a violation of any Law.

各集团公司在重大方面都遵守并且已经遵守所有适用的法律。未发生任何事件，也不存在任何情况（无论是否通知或时间推移）可能构成或导致任何集团公司违反或该实体未能遵守任何适用法律。任何任何集团公司均未收到任何政府机构关于上述任何事项的通知。据保证人所知，无任何集团公司因违反任何法律而受到调查。

**7. Entire Business.
完整业务。**

No Group Company shares any facilities, operational services, assets or properties with or to any other entity which is not a Group Company.

任何集团公司均不与非集团公司的任何其他实体共享任何设施、运营服务、资产或财产。

**8. Disclosure.
披露。**

No representation or warranty by the Warrantor in this Agreement and no information or materials provided by the Warrantor to the Investor in connection with the negotiation or execution of this Agreement or any Agreement contemplated hereby contains any untrue statement of a material fact, or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they are made, not misleading. Except as set forth in this Agreement, to the knowledge of the Warrantor, there is no fact that the Company has not disclosed to the Investor in writing and of which any of its officers, directors or executive employees has knowledge and that has had or would reasonably be expected to have any Material Adverse Effect.

保证人在本协议中的任何陈述或保证，以及保证人向投资人提供的与本协议或任何协议的协商或执行有关的任何信息或材料，均不包含任何重大事实的不真实陈述，或因疏忽未陈述在其中需要陈述的或必要，以便鉴于做出陈述的情形，使得做出的陈述不具有误导性的任何重大事实。除本协议中规定的情况外，就保证人所知，不存在公司未向投资者进行书面披露且其任何高级职员、董事或执行员工知晓的、已经或有理由预期会产生任何重大不利影响的事实。

SCHEDULE IV ADDRESS FOR NOTICES
附表四 通知送达地址

If to the Company:
如果送达至公司:

Address: No. 218, Qianwangang Road, Qingdao Economic and Technological Development Zone, Qingdao, Shandong, China
地址: 中国山东省青岛市经济技术开发区前湾港路 218 号
Tel: +86-18660280084
电话: +86-18660280084
Email: zhanghua8@hisense.com
电子邮箱: zhanghua8@hisense.com
Attention: Zhang Hua
收件人: Zhang Hua

If to the Hisense Group Holdings Co., Ltd.:
如果送达至海信集团控股股份有限公司:

Address: 33F, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao City, Shandong Province, China
地址: 中国山东省青岛市崂山区香港东路 88 号海信国际中心 33 楼
Tel: +86-532-80878358
电话: +86-532-80878358
Email: liangshuo@hisense.com
电子邮箱: liangshuo@hisense.com
Attention: Liang Shuo
收件人: Liang Shuo

If to the Investor:
如果送达至投资者:

Address: 27F, Hisense International Center, No. 88 Hong Kong East Road, Laoshan District, Qingdao City, Shandong Province, China
地址: 中国山东省青岛市崂山区香港东路 88 号海信国际中心 27 楼
Tel: +86-532-80873513
电话: +86-532-80873513
Email: zhengxiaochun@hisense.com
电子邮箱: zhengxiaochun@hisense.com
Attention: Zheng Xiaochun
收件人: Zheng Xiaochun

September 11, 2026

LIGENT TECHNOLOGIES, INC.
(納真科技公司)

CITIGROUP GLOBAL MARKETS ASIA LIMITED

CITIC SECURITIES (HONG KONG) LIMITED

CLSA LIMITED

and

THE HONG KONG UNDERWRITERS
(named in Schedule 1)

HONG KONG UNDERWRITING AGREEMENT
relating to the Hong Kong Public Offering of Shares of
nominal value of US\$0.02 each in
LIGENT TECHNOLOGIES, INC.
(納真科技公司)

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THIS AGREEMENT is made on September 11, 2026

BETWEEN:

- (1) **LIGENT TECHNOLOGIES, INC. (納真科技公司)**, initially a BVI business company with limited liability on February 20, 2009 and re-domiciled to the Cayman Islands on May 27, 2025 whose registered address is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);
- (2) **CITIGROUP GLOBAL MARKETS ASIA LIMITED**, whose registered office is at 50/F, Champion Tower, Three Garden Road, Central, Hong Kong (“**Citi**”);
- (3) **CITIC SECURITIES (HONG KONG) LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CITICS**”);
- (4) **CLSA LIMITED**, whose registered office is at 18/F, One Pacific Place, 88 Queensway, Hong Kong (“**CLSA**”); and
- (5) **THE HONG KONG UNDERWRITERS** whose names and addresses are set out in Schedule 1 (the “**Hong Kong Underwriters**”).

RECITALS:

- (A) The Company is initially a BVI business company with limited liability on February 20, 2009 and re-domiciled to the Cayman Islands on May 27, 2025, and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on September 4, 2025. As of the date hereof, the Company has an authorized share capital of US\$60,000,000 with a nominal value of US\$0.02 each.
- (B) As at the date of this Agreement, the Controlling Shareholders were directly and indirectly interested in approximately 48.61% 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 Shares to the public in Hong Kong in the Hong Kong Public Offering, and, concurrently, the Company will offer and sell Shares in the United States to qualified institutional buyers and outside the United States to institutional and professional investors and other investors expected to have a sizeable demand for the Shares in the International Offering.
- (D) Citi and CITICS have been appointed as the Joint Sponsors. Citi and CLSA have been appointed as the Sponsor-OCs, the Overall Coordinators and the Joint Global Coordinators in connection with the Global Offering.
- (E) The Joint Sponsors have made an application on behalf of the Company to the Stock Exchange for the listing on the Main Board of, and permission to deal in the Shares on the Main Board.
- (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) The Company has agreed to give irrevocably the representations, warranties, undertakings and indemnities set out herein in favor of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters.

- (H) The Company has appointed Ascentium (Cayman) Limited to act as its principal share registrar and transfer agent in the Cayman Islands and Computershare Hong Kong Investor Services Limited to act as the Share Registrar.
- (I) The Company has appointed Bank of China (Hong Kong) Limited and China CITIC Bank International Limited as the Receiving Banks for the Hong Kong Public Offering and Bank of China (Hong Kong) Nominees Limited and The Ka Wah Bank (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 dated August 4, 2026 granted by the CSRC, authorizing the Company to proceed with the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.
- (K) The Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters intend to enter into the International Underwriting Agreement providing for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (L) The Company is expected to grant to the International Underwriters the Over-allotment Option, exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters), at their sole and absolute discretion, to require the Company to allot and issue up to an aggregate of 25,802,200 additional Shares, representing not more than 15% of the total number of Offer Shares initially available under the Global Offering, at the Offer Price under the International Offering to cover over-allocations (if any) in the International Offering, subject to and on the terms of the International Underwriting Agreement. It is expected that Global Optical Holdings Limited will enter into a Stock Borrowing Agreement with CLSA Limited.
- (M) Pursuant to the written resolutions passed by the Board on September 7, 2026, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and any executive Directors 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 Thursday, September 17, 2026, being the date on which the Application Lists close in accordance with Clause 4.4;

“Accepted Hong Kong Public Offering Applications” means the Hong Kong Public Offering Applications which are from time to time accepted in whole or in part pursuant to Clause 4.5;

“Admission” means the grant or agreement to grant by the Listing Committee of the Stock Exchange of the listing on the Main Board of, and permission to deal on the Main Board in the Shares (including any additional Shares to be issued pursuant to the exercise, whether fully or partially, of the Over-allotment Option; and any additional Shares to be issued pursuant to the Post-IPO Share Incentive Scheme);

“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 Monday, September 21, 2026;

“**Application Lists**” means the application lists in respect of the Hong Kong Public Offering referred to in Clause 4.4;

“**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 and the Cayman Islands;

“**Articles of Association**” means the articles of association of the Company as amended, supplemented or otherwise modified from time to time;

“**Associate**” or “**Close Associate**” has the meaning 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 Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), CLSA, GF Securities (Hong Kong) Brokerage Limited and Futu Securities International (Hong Kong) Limited;

“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 Cayman Counsel” means Harney Westwood & Riegels, being the Company’s legal advisers as to Cayman Islands laws, of 3501, The Center, 99 Queen’s Road Central, Central, Hong Kong;

“Company’s HK & US Counsel” means Cleary Gottlieb Steen & Hamilton (Hong Kong), being the Company’s legal advisers as to Hong Kong and US laws, of 37/F, Hysan Place, 500 Hennessy Road, Causeway Bay, Hong Kong;

“Company’s PRC Counsel” means Grandall Law Firm (Qingdao), being the Company’s legal advisers as to PRC laws, of 6-7th Floor, Shangri-La Center Office Building, No. 9, Hong Kong Middle Road, Shinan District, Qingdao, Shandong Province, PRC;

“Company’s International Sanctions Counsel” means Hogan Lovells, being the Company’s legal advisers as to international sanctions laws and U.S. tariffs, of 11/F, One Pacific Place, 88 Queensway, Hong Kong;

“Company’s US Counsel” means Loeb & Loeb LLP Attorneys-at-law, being the Company’s legal advisers as to U.S. laws (advising on general legal compliance matters), of 345 Park Avenue, New York, NY 10154, United States;

“Company’s Thai Counsel” means Tilleke & Gibbins International Limited, being the Company’s legal advisers as to Thailand law, of Supalai Grand Tower, 26th Floor, 1011 Rama 3 Road, Chongnonsi, Yannawa, Bangkok, Thailand;

“Company’s HK Counsel” means Fairbairn Catley Low & Kong, being the Company’s legal advisers as to Hong Kong laws (advising on general legal compliance matters), of 23/F, Shui On Centre, 6-8 Harbour Road, Hong Kong;

“Compliance Adviser” means Quam Capital Limited;

“Compliance Adviser Agreement” means the agreement entered into between the Company and the Compliance Adviser on August 22, 2025, appointing the Compliance Adviser to provide continuing compliance advice to the Company as stipulated therein and as required under the Listing Rules;

“Conditions” means the conditions precedent set out in Clause 2.1;

“Conditions Precedent Documents” means the documents listed in Parts A and B of Schedule 3;

“Connected Person” has the meaning given to it in the Listing Rules;

“Contracts (Rights of Third Parties) Ordinance” means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Controlling Shareholders” has the meaning ascribed to it under the Listing Rules and, unless the context requires otherwise, refers to the controlling shareholder individual(s) and/ or entity/entities as referred to in the Prospectus;

“Cornerstone Investment Agreements” means the cornerstone investment agreements entered into between, *inter alia*, the Company and the cornerstone investors as described in the Prospectus;

“CSRC” means the China Securities Regulatory Commission of the PRC;

“CSRC Archive Rules” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or modified from time to time;

“CSRC Filing Report” means the filing report of the Company in relation to the Global Offering, submitted to the CSRC 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 of the Company whose names are set out in the section headed “Directors and Senior Management” in the Prospectus;

“Disclosure Package” shall have the meaning ascribed to it in the International Underwriting Agreement;

“Disputes” has the meaning ascribed to it in Clause 16.2;

“Encumbrance” means any mortgage, charge, pledge, lien, option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, claim, defect, right, interest or preference granted to any third party, or any other encumbrance or security interest of any kind, or an agreement, arrangement or obligation to create any of the foregoing;

“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 dated September 2, 2026 and entered into between the Company and HKSCC;

“**Formal Notice**” means the press announcement substantially in the agreed form to be issued in connection with the Hong Kong Public Offering pursuant to the Listing Rules, as amended, supplemented or otherwise modified from time to time;

“**Global Offering**” means the Hong Kong Public Offering and the International Offering;

“**Group**” means the Company and its Subsidiaries from time to time;

“**Group Company**” means a member of the Group;

“**HK\$**” or “**Hong Kong dollars**” means Hong Kong dollars, the lawful currency of Hong Kong;

“**White Form eIPO Service**” means the facility offered by the Company through the White Form eIPO Service Provider as the service provider designated by the Company allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus;

“**White Form eIPO Service Provider**” means Computershare Hong Kong Investor Services Limited of Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wan Chai, Hong Kong;

“**HKSCC**” means Hong Kong Securities Clearing Company Limited;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Hong Kong Offer Shares**” means the 17,201,500 new Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to adjustment and reallocation as provided in Clauses 2.6, 4.11 and 4.12;

“**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 White Form eIPO Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents, including, for the avoidance of doubt, Hong Kong Underwriter’s Applications;

“**Hong Kong Public Offering Documents**” means the Prospectus and the Formal Notice;

“**Hong Kong Underwriters**” means the underwriters whose names and addresses are set out in Schedule 1;

“**Hong Kong Underwriting Commitment**” means, in relation to any Hong Kong Underwriter, the maximum number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure applications to purchase, or failing which itself as principal apply to purchase,

pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite to its name in Schedule 1 to the aggregate number of Hong Kong Offer Shares, subject to adjustment and reallocation as provided in Clauses 2.6, 4.9, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as set out in Schedule 1;

“Hong Kong Underwriter’s Application” means, in relation to any Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by such Hong Kong Underwriter as provided in Clause 4.7 which is applied to reduce the Hong Kong Underwriting Commitment of such Hong Kong Underwriter pursuant to Clause 4.7;

“Incentive Fee” has the meaning ascribed to it in Clause 7.2;

“Indemnified Parties” means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and each of their respective representatives, partners, Affiliates and delegates under Clause 3.8, as well as the respective Affiliates, directors, officers, employees, advisers, consultants, assignees and agents of each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, and the Hong Kong Underwriters and of each of their respective Affiliates;

“Indemnifying Party” means the Company;

“Industry Consultant” means Frost & Sullivan Limited, the independent industry consultant to the Company;

“Intellectual Property” means letters patent, patent applications, trademarks (both registered and unregistered), service marks (both registered and unregistered), registered designs, trade or service names, domain names, software, utility models, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), business names and any similar rights situated in any part of the world, and the benefit (subject to the burden) of any and all licenses in connection with any of the foregoing;

“Internal Control Consultant” means Ernst & Young (China) Advisory Limited Guangzhou Branch, the internal control consultant to the Company;

“International Offer Shares” means the 154,813,200 Shares to be initially offered to investors at the Offer Price under the International Offering for subscription, subject to adjustment and reallocation in accordance with the International Underwriting Agreement, together (where applicable) with any additional Shares to be issued pursuant to the exercise of the Over-allotment Option;

“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 in the United States to qualified institutional buyers in reliance on Rule 144A under the Securities Act, or outside the United States in offshore transactions in reliance on Rule 144A and 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 and subject to the Over-allotment Option;

“International Underwriters” means the underwriters of the International Offering named as such in the International Underwriting Agreement;

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering expected to be entered into between, among others, the Company, the Joint Sponsors, the Overall Coordinators and the International Underwriters on or around September 18, 2026;

“Investor Presentation Materials” means all information, materials and documents used, issued, given or presented in any of the investor presentations and roadshow presentations conducted by or on behalf of the Company in connection with the Global Offering;

“Joint Bookrunners” means Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), CLSA, GF Securities (Hong Kong) Brokerage Limited and Futu Securities International (Hong Kong) Limited, being the joint bookrunners to the Global Offering;

“Joint Global Coordinators” means Citi and CLSA, being the joint global coordinators to the Global Offering;

“Joint Lead Managers” means Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), CLSA, GF Securities (Hong Kong) Brokerage Limited and Futu Securities International (Hong Kong) Limited, being the joint lead managers to the Global Offering;

“Joint Sponsors” means Citi and CITICS, being the joint sponsors to the Global Offering;

“Laws” means all laws, rules, regulations, guidelines, opinions, notices, circulars, orders, codes, policies, consents, judgments, decrees or rulings of any court, government, law enforcement agency, governmental or regulatory authority whether national, federal, provincial, regional, state, municipal or local, domestic or foreign (including, without limitation, the Stock Exchange, the SFC and the CSRC) of all relevant jurisdictions (including, without limitation, Hong Kong, the PRC and the Cayman Islands) (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 Cayman Counsel, the Company’s HK & US Counsel, the Company’s PRC Counsel, the Company’s International Sanctions Counsel, the Company’s US Counsel, the Company’s Thai Counsel, the Company’s HK Counsel, the Underwriters’ HK & US Counsel and the Underwriters’ PRC Counsel;

“Listing Committee” means the listing committee of the Stock Exchange;

“Listing Date” means the first day on which the Shares commence trading on the Main Board of the Stock Exchange, which is expected to be on Tuesday, September 22, 2026;

“Listing Rules” means the Rules Governing the Listing of Securities on the Stock Exchange (as amended from time to time) and the listing decisions, the Guide for New Listing Applicants (as amended from time to time), guidelines and other requirements of the Stock Exchange;

“Losses” has the meaning ascribed to it in Clause 9.1;

“Main Board” means the stock exchange (excluding the option market) operated by the Stock Exchange which is independent from and operated in parallel with the Growth Enterprise Market of the Stock Exchange;

“Material Adverse Effect” means a material adverse effect or any development involving a prospective material adverse effect, on the profits, losses, results of operations, assets, liabilities, 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 Joint Sponsors or the Overall Coordinators that any Hong Kong Offer Share(s) shall be reallocated from the Hong Kong Public Offering to the International Offering due to a money settlement failure as described in the section headed “How to Apply for Hong Kong Offer Shares” in the Prospectus;

“Nominee(s)” means Bank of China (Hong Kong) Nominees Limited and The Ka Wah Bank (Nominees) Limited, in whose name the application moneys are to be held by the Receiving Banks under the Receiving Banks Agreement;

“Offer Price” means HK\$32.96 per Offer Share (exclusive of Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased pursuant to the Global Offering;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares being offered at the Offer Price under the Global Offering;

“Offering Circular” means the final offering circular to be issued by the Company in connection with the International Offering;

“Offering Documents” means the 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 Joint Sponsors, the Overall Coordinators or any of the Underwriters;

“Operative Documents” means the Receiving Banks Agreement, the Registrar’s Agreement, the Cornerstone Investment Agreements, the FINI Agreement and the Stock Borrowing Agreement, or any relevant one or more of them as the context requires;

“Overall Coordinators” means Citi and CLSA, being the overall coordinators to the Global Offering;

“Over-allotment Option” means the option to be granted by the Company to the International Underwriters and exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement, pursuant to which the Company may be required to allot and issue the Over-allotment Option Shares at the Offer Price to cover over-allocations in the International Offering (if any), on and subject to the terms of the International Underwriting Agreement;

“Over-allotment Option Shares” means up to 25,802,200 additional Shares which the Company may be required to allot and issue upon the exercise of the Over-allotment Option;

“Over-Subscription” has the meaning ascribed to it in Clause 4.11;

“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 14, 2026 issued by the Company in connection with the International Offering for distribution to potential placees of the International Offering and containing a draft of the Prospectus and stated therein to be subject to amendment and completion, as amended or supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Proceedings” means all litigations, actions, suits, claims (whether or not any such claim involves or results in any action, suit or proceeding), demands, investigations, judgments, awards and proceedings (including, without limitation, any investigation or inquiry by or before any Authority);

“Prospectus” means the prospectus to be issued by the Company in connection with the Hong Kong Public Offering, and all amendments or supplements thereto;

“Prospectus Date” means the date of issue of the Prospectus, which is expected to be on or about Monday, September 14, 2026;

“Receiving Banks” means Bank of China (Hong Kong) Limited and China CITIC Bank International Limited, the receiving banks appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Banks Agreement;

“Receiving Banks Agreement” means the agreement dated September 10, 2026 entered into between the Company, the Receiving Banks, the Nominees, the Joint Sponsors, the Overall Coordinators and the Share Registrar for the appointment of the Receiving Banks and the Nominees in connection with the Hong Kong Public Offering;

“Registrar’s Agreement” means the agreement dated August 31, 2026 entered into between the Company and the Share Registrar in relation to the appointment of the Share Registrar;

“Relevant Jurisdictions” has the meaning ascribed to it in Clause 11.1;

“Renminbi” and **“RMB”** mean Renminbi, the lawful currency of the PRC;

“Reporting Accountants” means Ernst & Young, Certified Public Accountants;

“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;

“Share Registrar” means Computershare Hong Kong Investor Services Limited, the Hong Kong share registrar of the Company and transfer agent for the Shares;

“Shares” means the ordinary shares in the issued share capital of the Company with a nominal value of US\$0.02 each;

“Sponsor-OCs” means Citi and CLSA, being the sponsor-overall coordinators to the Global Offering;

“Sponsor and Sponsor-OC Mandates” means the respective engagement letters in respect of the Global Offering entered into between (a) Citi and CITICS as Joint Sponsors and the Company on June 23, 2025; and (b) Citi and CLSA as Sponsor-OCs and the Company on June 23, 2025;

“Stabilizing Manager” has the meaning ascribed to it in Clause 6.1;

“Stock Borrowing Agreement” means the stock borrowing agreement expected to be entered into on or about September 18, 2026 between Global Optical Holdings Limited as lender and CLSA Limited as borrower, pursuant to which Global Optical Holdings Limited shall, upon request, make available to CLSA Limited up to 25,802,200 Shares for the purposes of or in connection with settlement of over-allocations under the Global Offering;

“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 and the Cayman Islands 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 and the Cayman Islands or of any other part of the world, whether by way of actual assessment, withholding, loss of allowance, deduction or credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation;

“Time of Sale” has the same meaning as in the International Underwriting Agreement;

“Trading Fee” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the Stock Exchange;

“Under-Subscription” has the meaning ascribed to it in Clause 4.6;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Underwriters’ HK & US Counsel” means Latham & Watkins LLP, being the Underwriters’ legal advisers as to Hong Kong and US laws, of 18th Floor, One Exchange Square, 8 Connaught Place, Central, Hong Kong;

“Underwriters’ PRC Counsel” means Tian Yuan Law Firm, being the Underwriters’ legal advisers as to PRC laws, of Unit 509, Tower A, Corporate Square, 35 Financial Street, Xicheng District, Beijing, PRC;

“Underwriting Commission” has the meaning ascribed to it in Clause 7.1;

“United Kingdom” means the United Kingdom of Great Britain and Northern Ireland;

“Unsubscribed Shares” has the meaning ascribed to it in Clause 4.6;

“U.S.” and **“United States”** means the United States of America;

“Verification Notes” means the verification notes relating to the Prospectus, copies of which have been signed and approved by, among others, the Directors, and delivered or will be delivered to the Joint Sponsors and the Overall Coordinators; and

“Warranties” means the representations, warranties and undertakings given by the Company as set out in Schedule 2.

1.2 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.

1.3 **References:** Except where the context otherwise requires, references in this Agreement to:

1.3.1 statutes or statutory provisions, rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated or re-enacted or both from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;

1.3.2 knowledge, information, belief or awareness or similar terms of any person shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due, diligent and careful enquiries;

1.3.3 a **“company”** shall include any company, corporation or other body corporate, whenever and however incorporated or established;

1.3.4 a **“person”** shall include any individual, body corporate, unincorporated association or partnership, joint venture, government, state or agency of a state (whether or not having separate legal personality);

1.3.5 a **“subsidiary”** or a **“holding company”** are to the same as defined in section 15 and 13 of the Companies Ordinance;

1.3.6 **“Clauses”**, **“Paragraphs”**, **“Recitals”** and **“Schedules”** are to clauses and paragraphs of and recitals and schedules to this Agreement;

1.3.7 **“parties”** are to the parties to this Agreement;

- 1.3.8 the terms “**herein**”, “**hereof**”, “**hereto**”, “**hereinafter**” and similar terms, shall in each case refer to this Agreement taken as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
- 1.3.9 the terms “**or**”, “**including**” and “**and**” are not exclusive;
- 1.3.10 the terms “**purchase**” and “**purchaser**”, when used in relation to the Hong Kong Offer Shares, shall include, a subscription for the Hong Kong Offer Shares and a subscriber for the Hong Kong Offer Shares, respectively and the terms “**sell**” and “**sale**”, when used in relation to the Hong Kong Offer Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.3.11 a document being “**in the agreed form**” are to a document in a form from time to time (whether on or after the date hereof) agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) with such alternatives as may be agreed between the Company, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) but such documents in agreed form do not form part of this Agreement;
- 1.3.12 a “**certified copy**” means a copy certified as a true copy by a Director, a company secretary of the Company or a counsel for the Company;
- 1.3.13 “**written**” or “**in writing**” shall include any mode of reproducing words in a legible and non-transitory form;
- 1.3.14 times of day and dates are to Hong Kong times and dates, respectively; and
- 1.3.15 any reference to “**right(s)**”, “**duty(ies)**”, “**power(s)**”, “**authority(ies)**” and “**discretion(s)**” of the Joint Sponsors or the Overall Coordinators shall only be exercised when the Joint Sponsors or the Overall Coordinators (as the case may be) unanimously elect to do so, respectively.
- 1.4 **Headings:** The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.5 **Genders and plurals:** In this Agreement, words importing a gender shall include the other genders and words importing the singular shall include the plural and vice versa.
- 2 **CONDITIONS**
- 2.1 **Conditions precedent:** The obligations of the Hong Kong Underwriters under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived (to the extent permissible under applicable Laws):
 - 2.1.1 the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of Schedule 3 and Part B of Schedule 3, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, not later than 10:00 p.m. on the Business Day immediately before the Prospectus Date and 10:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may agree, respectively;
 - 2.1.2 the issue by the Stock Exchange of a certificate of authorization of registration in respect of the Prospectus on the Business Day immediately before the Prospectus Date

and the registration by the Registrar of Companies in Hong Kong of one copy of the Prospectus, duly certified by two Directors (or by their attorneys duly authorized in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (Winding up and Miscellaneous Provisions) Ordinance not later than 6:00 p.m. or such later time as agreed by the Stock Exchange or the Registrar of Companies in Hong Kong (as the case may be) on the Business Day before the Prospectus Date;

- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the Stock Exchange in relation to the Listing) prior to the commencement of trading of the Shares on the Main Board;
- 2.1.4 admission into CCASS in respect of the 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing);
- 2.1.5 the execution and delivery of the International Underwriting Agreement and the Stock Borrowing Agreement by the parties thereto on or around September 18, 2026 and such agreement(s) not subsequently having been terminated, the obligations of the International Underwriters under the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement to become unconditional), and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.7 the Warranties being true, accurate, 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);
- 2.1.8 the Company having complied with this Agreement and satisfied all the obligations and conditions on its/his/her part under this Agreement to be performed or satisfied on or prior to the respective times and dates by which such obligations must be performed or conditions must be met;

- 2.1.9 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
- 2.1.10 all of the Approvals and Filings in connection with the application for listing of the Shares and the Global Offering granted by the relevant Authorities having been obtained, valid and are not otherwise revoked, withdrawn, amended or invalidated.
- 2.2 **Procure fulfilment:** The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to fulfil or procure the fulfilment of the Conditions, on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be reasonably required by the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any other relevant Authority for the purposes of or in connection with the application for the listing of and the permission to deal in the Shares and the fulfilment of such Conditions.
- 2.3 **Extension:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
 - 2.3.1 to extend the deadline for the fulfilment of any or all Conditions by such number of days/hours and/or in such manner as the Joint Sponsors and the Overall Coordinators may determine (in which case the Joint Sponsors and the Overall Coordinators shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension shall be made beyond the 30th day after the date of the Prospectus and any such extension and the new timetable shall be notified by the Joint Sponsors and Overall Coordinators to the other parties to this Agreement and the relevant Authorities as soon as practicable after any such extension is made); or
 - 2.3.2 in respect of the Condition set out in 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 Joint Sponsors', the Sponsor-OCs', the Overall Coordinators', the Joint Global Coordinators', the CMIs', the Joint Bookrunners', the Joint Lead Managers' or the Hong Kong Underwriters' consent to or knowledge of any amendments/ supplements to the Offering Documents subsequent to their respective issues, publications or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Hong Kong Underwriters' rights to terminate this Agreement.
- 2.6 **Reduction of the Offer Price range and/or the number of Offer Shares:** The Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered appropriate, based on the level of interest expressed by prospective institutional, professional and other investors during the book-building process in respect of the International Offering, and with the consent of the Company, revise the Offer Price range and/or reduce the number of Offer Shares below those stated in the Prospectus at any time on or prior to the

morning of the Acceptance Date. In such a case, the Company shall, promptly following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the website of the Stock Exchange (www.hkexnews.hk) and on the website of the Company (<https://www.ligent.com/>) notices of the reduction. Upon issue of such a notice, the revised Offer Price and/or number of Offer Shares will be final and conclusive. 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 **Joint Sponsors:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Citi and CITICS as the joint sponsors of the Company in relation to its application for Admission, and each of the Joint Sponsors, 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 Joint Sponsors hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, which shall continue to be in full force and effect.
- 3.2 **Sponsor-OCs and Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Citi and CLSA as the sponsor-overall coordinators and the overall coordinators in connection with the Global Offering, and each of the Sponsor-OCs and the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. The Company also hereby confirms and acknowledges its appointment, to the exclusion of others, of Citi as the designated Sponsor-OC of the Global Offering for communication with, and provision of information to, the Stock Exchange and the SFC in accordance with the applicable Laws or upon request. For the avoidance of doubt, the appointment of the Sponsor-OCs and the Overall Coordinators hereunder is in addition to their engagement under the terms and conditions of the Sponsor and Sponsor-OC Mandates, 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 Citi and CLSA 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 Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), CLSA, GF Securities (Hong Kong) Brokerage Limited and Futu Securities International (Hong Kong) Limited as the joint bookrunners in connection with the Global Offering, and each of the Joint Bookrunners, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), CLSA, GF Securities (Hong Kong) Brokerage Limited and Futu Securities International (Hong Kong) Limited as the joint lead managers in connection with the Global Offering, and each of the Joint Lead Managers,

relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.

- 3.6 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of Citi (in relation to the Hong Kong Public Offering), Citigroup Global Markets Limited (in relation to the International Offering), CLSA and GF Securities (Hong Kong) Brokerage Limited and Futu Securities International (Hong Kong) Limited as the capital market intermediaries in connection with the Global Offering, and each of the CMIs, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the CMIs hereunder is in addition to their engagement under the terms and conditions of the CMI Engagement Letters, which shall continue to be in full force and effect.
- 3.7 **Hong Kong Underwriters:** The Company hereby appoints the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, severally (and not jointly or jointly and severally) accept such appointment, upon and subject to the terms and conditions of this Agreement.
- 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 Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter (as the case may be), and hereby agrees to ratify and confirm everything each such appointee, 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the 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. As between the Company and the relevant Hong Kong Underwriter, the relevant Hong Kong Underwriter shall remain liable for all the acts and omissions of the sub-underwriter with whom it has entered into sub-underwriting arrangements.

3.11 **No liability for the Offering Documents and Offer Price:** Notwithstanding anything in this Agreement, none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any other Indemnified Party shall have any liability whatsoever to the Company or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters 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 Company is 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.

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:** The Company acknowledges and agrees that (i) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the listing of the Shares on the Main Board of the Stock Exchange, (ii) the Sponsor-OCs, in their roles as such, are acting solely as sponsor-overall coordinators of the Global Offering, (iii) the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, (iv) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, (v) the CMIs, in their roles as such, are acting solely as capital market intermediaries in connection with the Global Offering, (vi) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners of the Global Offering, (vii) the Joint Lead Managers, in their roles as such, are acting solely as lead managers of the Global Offering and (viii) the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering.

The Company further acknowledges that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are acting pursuant to a contractual relationship with the Company entered into on an arm's length basis, and in no event do the parties intend that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable, act or be responsible as a fiduciary or adviser to the Company, its directors, management, shareholders or creditors or any other person in connection with any activity that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, may undertake or have undertaken in furtherance of the Global Offering or the listing of the Shares on the Main Board of the Stock Exchange, either before or after the date hereof.

The Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the 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 Joint Sponsors, the Sponsor-OCs, 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 Company on other matters), and the Company hereby confirms its understanding and agreement to that effect. The Company, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Shares, do not constitute advice or recommendations to the Company.

The Company, on the one hand, and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, on the other hand, agree that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting in their respective roles as principal and not the agent (except and solely, with respect to the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy as set forth in Clause 5.4 hereof, with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications to purchase Unsubscribed Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any member of the Group or the Company, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Company with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the 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 Joint Sponsors, the Sponsor-OCs, 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 Company on other matters).

The Company further acknowledges and agrees that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters are not advising the Company, its 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 Joint Sponsors, any advice to the Company on matters in relation to the listing application as prescribed by and solely to the extent as required under the Listing Rules, the SFC Corporate Finance Adviser Code of Conduct and the Code of Conduct in their capacity as joint sponsors in connection with the proposed listing of the Company) in any jurisdiction. The Company shall consult with its/his/her own advisers concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated by this Agreement, and none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, their respective Affiliates and their and their respective Affiliates' respective directors, officers and employees shall have any responsibility or liability to the Company with respect thereto. Any review by the Joint Sponsors, the Sponsor-OCs, the

Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of the Company, the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and shall not be on behalf of the Company.

The Company further acknowledge and agree that that the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company.

The Company hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that the Company may have against the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters with respect to any breach or alleged breach of any fiduciary, agency, advisory or similar duty to the Company in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Main Board of the Stock Exchange or any process or matters leading up to such transactions.

- 3.13 **Several obligations:** Without prejudice to Clause 3.12 above, any transaction carried out by the appointees under Clauses 3.1 to 3.7, or by any of the delegates under Clause 3.8 of such appointee, within the scope of the appointments, powers, authorities and/or discretions in this Agreement (other than subscription for any Hong Kong Offer Shares by any Hong Kong Underwriters as principal and any stabilizing activities conducted in accordance with Clause 6.1) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any other appointee or their respective Affiliates or delegates under Clause 3.8. The obligations of the appointees are several (and not joint or joint and several) and that each appointee shall not be liable for any fraud, misconduct, negligence or default whatsoever of the other parties hereto. None of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.
- 3.14 **Advice to the Company:** The Company hereby confirms and acknowledges that each of the Overall Coordinators has:
- 3.14.1 engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
 - 3.14.2 explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicating its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
 - 3.14.3 advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;

- 3.14.4 advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- 3.14.5 provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs;
- 3.14.6 advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the Stock Exchange, the SFC and any other Authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Joint Sponsors and the Underwriters that they have met or will meet these responsibilities; and
- 3.14.7 where the Company decided not to adopt an Overall Coordinator's advice or recommendations in relation to pricing or allocation of shares, or its decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in the secondary market, explained the potential concerns and advised the Company against making these decisions.

4 HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee, the SFC Transaction Levy and AFRC Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Public Offering Documents and this Agreement. Subject to the registration of the Prospectus by the Company, the Joint Sponsors 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 <https://www.ligent.com/> on the days specified in Schedule 5 (or such other publication(s) and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters)). The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Company at <https://www.ligent.com/> 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 Banks Agreement. The Company shall use its best endeavours to procure (i) each of the Receiving Banks and the Nominees to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominees to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Banks Agreement.
- 4.3 **Share Registrar and White Form eIPO Service:** The Company has appointed the Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications and the provision of the White Form eIPO Service upon and subject to the terms and conditions of the Registrar's Agreement. The Company undertakes with the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters to use its best endeavours to procure that the 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 Joint Sponsors and the Overall Coordinators shall have the exclusive right in their sole and absolute discretion, after consultation with the Company, upon and subject to the terms and conditions of the Hong Kong Public Offering Documents, the Receiving Banks 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 use its best endeavours to procure the Receiving Banks and the 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 Banks Agreement, provide the Joint Sponsors and the Overall Coordinators with such information, calculations and assistance as the Joint Sponsors and the Overall Coordinators may require for the purposes of determining, *inter alia*:

4.5.1 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 Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set forth in the Hong Kong Public Offering Documents (other than as to the deadline for making the application), provided that

4.6.1 the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 4.6 shall be several (and not joint or joint and several);

4.6.2 the number of Unsubscribed Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6 shall be calculated by applying the formula below (but shall not in any event exceed the

maximum number of Hong Kong Offer Shares as set forth opposite the name of such Hong Kong Underwriter in Schedule 1):

$$[N = T \times \frac{(C - P)}{(AC - AP)}]$$

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 Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsubscribed Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.10 and 4.12, as applicable;
- C is the Hong Kong Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Shares under this Clause 4.6 shall be final and conclusive.

None of the Overall Coordinators or the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Underwriting Commitment of such Hong Kong Underwriter shall, subject to the production of evidence to the satisfaction of the Overall Coordinators that the relevant application was made or procured to be made by such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 4.

- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the closing of the Application Lists and accepted by the Joint Sponsors 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 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 21, 2026 (the date specified in the Prospectus for the despatch of share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and use its best endeavours to procure the 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, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering Applications; and
- 4.11.2 if (i) the International Offer Shares are fully subscribed or oversubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times, or (ii) the International Offer Shares are undersubscribed and the Hong Kong Offer Shares are fully subscribed or oversubscribed irrespective of the number of times, then up to 8,600,700 Offer Shares may be reallocated from the International Offering to the Hong Kong Public Offering, so that the total number of Offer Shares available for subscription under the Hong Kong Public Offering will increase up to 25,802,200 Offer Shares, representing 15% of the number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option) in accordance with Chapter 4.14 of the Guide for New Listing Applicants.

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Purchasing Commitments of the International Underwriters shall be reduced accordingly, and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of such Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the Stock Exchange, including but not limited to the relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and Practice Note 18 to the Listing Rules.

4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:**

- 4.12.1 If an Under-Subscription shall occur, the Overall Coordinators, shall have the right to (but shall have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsubscribed Shares to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may, in their sole and absolute discretion, determine.
- 4.12.2 If a Money Settlement Failure shall occur, the relevant Hong Kong Offer Shares shall be reallocated from the Hong Kong Public Offering to the International Offering and be made available as additional International Offer Shares.

The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 7.1 in respect of the Offer Shares to be reallocated to the International Offering. For the avoidance of doubt, any Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon an Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement). Further, none of

the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIs or any of the Hong Kong Underwriters shall be liable for any failure by any Hong Kong Underwriter (other than itself as Hong Kong Underwriter) to perform any of such other Hong Kong Underwriter's obligations under this Agreement.

- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Company undertakes with the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to take such action and do (or use its best endeavours to 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 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 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 21, 2026 (the date specified in the Prospectus for the despatch of share certificates):

- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (unless 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 Banks Agreement and this Agreement) upon the Nominees receiving written confirmation from the Overall Coordinators that the Conditions have been fulfilled or waived and that share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than three Business Days immediately preceding the Listing Date) in immediately available funds, provided, however, that:

- 5.2.1 the Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Overall Coordinators is entitled to any amount so deducted, such amount will be received by the Overall Coordinators on behalf of such person) (i) all amounts payable by the Company pursuant to Clause 5.3 (*Brokerage, Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for applicants*) and Clause 5.4 (*Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company*); (ii) the amounts payable by the Company pursuant to Clause 7.1 (*Underwriting commission*) and Clause 7.2 (*Incentive fee*); (iii) costs payable by the Company under Clause 7.3 (*Sponsor fee and other fees and expenses*) and Clause 7.4 (*Other costs payable by the Company*); and (iv) any other amounts payable by the Company pursuant to Clause 7 as set out in writing by the Overall Coordinators and confirmed by the Company; 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 does 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 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 Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.
- 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 Overall Coordinators will, for themselves and on behalf of the Hong Kong Underwriters, arrange for the payment by the Nominees on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.4 **Trading Fee, SFC Transaction Levy and AFRC Transaction Levy for the Company:** Subject to the receipt of the applicable amount pursuant to Clause 7.4, the Overall Coordinators will, on behalf of the Company, arrange for the payment by the Nominees to the persons entitled thereto of the Trading Fee, the SFC Transaction Levy and the AFRC Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Overall Coordinators are hereby irrevocably and unconditionally authorized by the Company to direct the Nominees to deduct and pay such amounts.
- 5.5 **Refund:** The Company will use its best endeavour to procure that, in accordance with the terms of the Receiving Banks Agreement and the Registrar's Agreement, the Nominees will pay refunds of applications monies, and the 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 Banks Agreement.
- 5.7 **No Responsibility for Default:** The Company acknowledges and agrees that none of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of their respective Affiliates has or shall have any liability whatsoever under Clause 5 or Clause 7 or otherwise for any default by the Nominees or any other application of funds.

6 STABILIZATION

- 6.1 **Stabilization:** The Company hereby appoints, to the exclusion of all others, CLSA Limited (the “**Stabilizing Manager**”) as its stabilizing manager in connection with the Global Offering to (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilizing action(s) with a view to supporting the market price of the Offer Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that the Stabilizing Manager may, from time to time, in its sole and absolute discretion, appoint agents to act on its behalf with the same authorities and rights as the Stabilizing Manager in connection with any stabilization activities. Any stabilization actions taken by the Stabilizing Manager or any person acting for it as stabilizing manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time.

Each of the Hong Kong Underwriters (other than the Stabilizing Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party to this Agreement that it will not take or cause or authorize any person to take, and shall cause its Affiliates and/or agents not to take, directly or indirectly, any stabilization action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilization or maintenance of the price of any security of the Company (which, for the avoidance of doubt, does not include the exercise of the Over-allotment Option).

- 6.2 **Stabilizing losses and profits:**
- 6.2.1 All profits or gains, and all liabilities, expenses and losses, arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager shall be for the respective accounts of the Overall Coordinators and/or the International Underwriters upon and subject to the terms and conditions of the International Underwriting Agreement and/or the agreement among International Underwriters.
- 6.2.2 The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit arising from stabilizing activities and transactions effected by the Stabilizing Manager or any person acting for it as stabilizing manager.
- 6.3 **No stabilization by the Company:** The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and each of them that, it will not, and will cause its Affiliates or any of its or its Affiliates’ respective directors, officers, employees, promoters, or any person acting on its behalf or on behalf of any of the foregoing persons not to:
- 6.3.1 take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or

manipulation of the price of any securities of the Company to facilitate the sale or resale of any security of the Company or otherwise in violation of applicable Laws (including but not limited to the Securities and Futures (Price Stabilizing) Rules); or

- 6.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
- 6.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilizing Manager or any person acting for it as stabilizing manager of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

provided that the granting and exercising of the Over-allotment Option pursuant to this Agreement and the International Underwriting Agreement and the lending of Shares by Global Optical Holdings Limited pursuant to the Stock Borrowing Agreement shall not constitute a breach of this Clause 6.3.

7 COMMISSIONS AND COSTS

- 7.1 **Underwriting commission:** Subject to the provisions of this Clause 7, the Company shall pay to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 2.8% of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 4) (the “**Underwriting Commission**”). For the avoidance of doubt, no underwriting commission in respect of any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering, in each case pursuant to Clauses 4.11 and 4.12, respectively, shall be paid to the Hong Kong Underwriters as the relevant underwriting commission relating to such Shares will be payable to the International Underwriters in accordance with the International Underwriting Agreement. The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission will be determined in the International Underwriting Agreement, provided that (a) any allocation of the Underwriting Commission to the Overall Coordinators shall be no less favorable than as set out in the Sponsor and Sponsor-OC Mandates and in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange; and (b) any adjustment to the allocation of the Underwriting Commission to each CMI as set out in the respective CMI Engagement Letter shall be in compliance with the Listing Rules, the Code of Conduct and Annex B.10 to the Guide for New Listing Applicants published by the Stock Exchange.
- 7.2 **Incentive fee:** No incentive fees will be paid by the Company to the Hong Kong Underwriters.
- 7.3 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Joint Sponsors 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 Joint Sponsors pursuant to and in accordance with the terms of the Sponsors and Sponsor-OC Mandates.
- 7.4 **Other costs payable by the Company:** All fees, costs, charges, Taxation and expenses of, in connection with or incidental to the Global Offering, the listing of the Shares on the Main Board of the Stock Exchange and this Agreement, and the transactions contemplated thereby or hereby, in each case incurred in accordance with engagement letters or any amendment or supplemental letter in relation thereto (where applicable) and subject to any agreed cap (where applicable), including, without limitation:
 - 7.4.1 fees, disbursements and expenses of the Reporting Accountants;

- 7.4.2 fees, disbursements and expenses of any transfer agent or registrar for the Shares, any service provider appointed by the Company in connection with White Form eIPO Service, and the process agent referred to in Clause 16.5 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 HKSCC and the Share Registrar;
- 7.4.6 fees, disbursements and expenses of the Internal Control Consultant and the Industry Consultant;
- 7.4.7 fees, disbursements and expenses of the Industry Consultant;
- 7.4.8 fees, disbursements and expenses of any translators engaged by the Company;
- 7.4.9 fees, disbursements and expenses of the Receiving Banks and the Nominees;
- 7.4.10 fees, disbursements and expenses of the financial printer engaged by the Company;
- 7.4.11 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;
- 7.4.12 fees and expenses related to the application for listing of and permission to deal in the Shares on the Main Board of the Stock Exchange, the filing or registration of any documents (including, without limitation, the 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;
- 7.4.13 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 CMIs and the Underwriters and any such consultants and their respective representatives;
- 7.4.14 all costs and expenses incurred on behalf of the Company, which are acknowledged and agreed by the Company in advance, for conducting premarketing and investor education relating to the Global Offering;
- 7.4.15 all printing, document production, courier and advertising costs in relation to the Global Offering incurred by the Company and/or by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the CMIs and the Underwriters on behalf of the Company;

- 7.4.16 all costs of preparation, despatch and distribution of the Offering Documents in all Relevant Jurisdictions, and all amendments and supplements thereto;
- 7.4.17 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;
- 7.4.18 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;
- 7.4.19 all costs of preparation, despatch and distribution (including transportation, packaging and insurance) of share certificates, letters of regret and refund cheques;
- 7.4.20 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;
- 7.4.21 all costs and expenses related to the preparation and launching of the Global Offering;
- 7.4.22 all costs and expenses related to the press conferences of the Company in relation to the Global Offering;
- 7.4.23 all stock admission fees, processing charges and related expenses payable to HKSCC;
- 7.4.24 all CCASS transaction fees payable in connection with the Global Offering;
- 7.4.25 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
- 7.4.26 all costs, fees and out-of-pocket expenses incurred by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Underwriters or any of them or on their or its behalf under this Agreement or and 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 incurred in accordance with the relevant engagement letters or otherwise approved in advance in writing by the Company and are not otherwise specifically provided for in this Clause 7.4,

shall be borne by the Company, and the Company shall 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters for or on behalf of the Company, the Company shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Global Coordinator, CMI, Joint Bookrunner, Joint Lead Manager or Hong Kong Underwriter on an after-tax basis.

- 7.5 **Costs and expenses payable in case the Global Offering does not proceed:** If this Agreement shall be rescinded or terminated or shall not become unconditional or, for any other reason, the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission and Incentive Fee under Clauses 7.1 and 7.2, but the Company shall pay or reimburse to the relevant parties only costs, fees, charges, Taxation and expenses referred to in Clauses 7.3 and 7.4 which have actually been incurred and are payable by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters in accordance with the relevant agreement letters or this Agreement within 20 Business Days of the first written request accompanied by reasonable supporting details, and the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters may, in accordance with the provisions of the Receiving Banks 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 20 Business Days of the first written request by the Joint Sponsors or the Overall Coordinators.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** The Company hereby represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of Schedule 2 hereto to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and the Company acknowledges that each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.
- 8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:
- 8.2.1 on the date of registration of the Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (Winding up and Miscellaneous Provisions) Ordinance;
 - 8.2.2 on the Prospectus Date and the date(s) of supplemental Prospectus(es) (if any);
 - 8.2.3 on the Acceptance Date;
 - 8.2.4 immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
 - 8.2.5 immediately prior to (i) the delivery by the Overall Coordinators and/or the other Hong Kong Underwriters of duly completed applications, and (ii) payment by the Overall Coordinators and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
 - 8.2.6 the Announcement Date;

- 8.2.7 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.8 immediately prior to commencement of dealings in the Offer Shares on the Main Board of the Stock Exchange;
- 8.2.9 the date(s) on which the Over-allotment Option (or any part thereof) is exercised;
- 8.2.10 the date on which any subscription of Offer Shares pursuant to any exercise of the Over-allotment Option is completed; and
- 8.2.11 the date on which the stabilization period expires,

in each case with reference to the facts and circumstances then subsisting, provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents or the CSRC Filings made or delivered under Clause 8.5 subsequent to the date of the registration of the Prospectus, or any approval by the Joint Sponsors and/or the Overall Coordinators, or any delivery to investors, of any such amendment or supplement, and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** The Company hereby undertakes to promptly notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties 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 the Company (as the case may be).
- 8.4 **Undertakings not to breach Warranties:** The Company hereby undertakes to the Joint Sponsors, the Sponsor-OCs, 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, the Company 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters).
- 8.5 **Remedial action and announcements:** the Company shall notify the Joint Sponsors and the Overall Coordinators promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to Clause 8.2, (i) any event shall occur or any circumstance shall exist which renders or could render untrue or inaccurate or misleading 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 materially and adversely affect the Hong Kong Public Offering, the Global Offering or the Company shall arise, and, in each of the cases described in paragraphs (i) through (iv) above, without prejudice to any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be reasonably required by the Joint Sponsors 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 Joint Sponsors and the Overall Coordinators may reasonably require and supplying the Joint Sponsors and the Overall Coordinators (on behalf of themselves and the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may reasonably require. For the avoidance of doubt, the consent or approval of the Joint Sponsors and/or the Overall Coordinators for the Company to take any such remedial action shall not (i) constitute a waiver of, or in any way affect, any right of the Joint Sponsors, the Overall Coordinators or any other Hong Kong Underwriter under this Agreement in connection with the occurrence or delivery of such matter, event or fact, or (ii) result in the loss of the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters to terminate this Agreement (whether by reason of such misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

The Company 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws, in which case the Company shall first consult the Joint Sponsors and the Overall Coordinators before such issue, publication or distribution or act or thing being done.

- 8.6 **Company's Knowledge:** A reference in this Clause 8 or in Schedule 2 to the Company'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 the Company (if an individual) or the directors of the Company (if a legal entity) has/have used his/her/their best endeavors 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of the Company under this Agreement shall be binding on its personal representatives or its/his/her successors in title.
- 8.8 **Release of obligations:** Any liability to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs,

the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters (or the rights of any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters) against any other person under the same or a similar liability.

8.9 **Consideration:** The Company has entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.

8.10 **Full force:** For the purpose of this Clause 8:

8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and

8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.5 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement, and, when so repeated, the Warranties relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.

8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 INDEMNITY

9.1 **No claims against Indemnified Parties:** No Proceedings 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the other Indemnified Parties of their obligations hereunder or otherwise in connection with the Hong Kong Public Offering, provided that the foregoing shall not exclude, except as provided for in Clause 3.11, any liability of any Indemnified Party for any Losses which is finally judicially determined by a court of competent jurisdiction or a properly constituted arbitral tribunal (as the case may be) to have been solely and directly caused by the gross negligence, wilful default or fraud on the part of such Indemnified Party; (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, as the Indemnifying Party, 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 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them) (collectively, the “**Related Public Information**”); or
 - 9.2.2 any of the Related Public Information containing any untrue, incorrect or inaccurate or alleged untrue statement of a fact, or omitting or being alleged to have omitted a fact necessary to make any statement therein, in the light of the circumstances under which it was made, not misleading, or not containing, or being alleged not to contain, all information material in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction except for the respective marketing name, legal name, address and description of regulated activities (if applicable) of the relevant Joint Sponsors, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries, Underwriters or any of their respective Affiliates; 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 material 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them of 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 Company 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 Company or any action or omission of any Group Company or the Company or any of their respective directors, officers or employees resulting in a breach of any provision of this Agreement, the Articles of Association, the International Underwriting Agreement or any other agreement 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 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 the Company in relation to the Global Offering; or
- 9.2.10 the Global Offering or any of the Offering Documents and the CSRC Filings failing or being alleged to fail to comply with the requirements of the Listing Rules, the Code of Conduct, the CSRC Rules or any Laws or statute or statutory regulation of any applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or
- 9.2.11 any failure or alleged failure by the Company, any of the Controlling Shareholders, any of the Directors or employees 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 or any Director of the applicable Laws in any material respect; or
- 9.2.13 any Proceeding having commenced or being instigated or threatened against the Company, any Group Company, any of the Directors or any of the Controlling Shareholders, or settlement of any such Proceeding, which is or will be adverse to the business or financial or trading position or prospects of the Group taken as a whole; or
- 9.2.14 any breach or alleged breach by the Company of the terms and conditions of the Hong Kong Public Offering; or
- 9.2.15 the operation of the White Form eIPO Service and the performance of all services in connection therewith; or
- 9.2.16 any other matter arising in connection with the Global Offering,

unless such Proceedings and/or Losses are judicially determined by a court or arbitration panel of competent jurisdiction to have been solely and directly caused by or have solely and directly arisen out of the gross negligence, wilful default or fraud of the relevant Indemnified Party. The non-application of the indemnity provided for in **Clause 9** in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 9.3 **Notice of claims:** If the Company becomes aware of any claim which may give rise to a liability under the indemnity provided under Clause 9.2, it/he/she shall promptly give notice thereof to the Overall Coordinators (for themselves and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 9.4 **Conduct of claims:** If any Proceeding is instituted in respect of which the indemnity provided for in this Clause 9 may apply, such Indemnified Party shall, subject to any restrictions imposed

by any Laws or obligation of confidentiality, as soon as reasonably practicable 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 defence of such Proceedings, including appointing counsel at their expense to act for them in such Proceedings; provided, however, that counsel to the Indemnifying Parties shall not also be counsel to the Indemnified Parties without the consent of the Overall Coordinators (for themselves and on behalf of any Indemnified Parties). Unless the Overall Coordinators consent to counsel to the Indemnifying Parties acting as counsel to such Indemnified Parties in such Proceeding, the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to any local counsel) in such Proceeding. The Indemnifying Parties shall bear and pay the reasonable and documented fees and expenses of such separate counsel to the Indemnified Party.

- 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 **Contribution:** If the indemnity under this Clause 9 is unavailable or insufficient to hold harmless an Indemnified Party, then the Indemnifying Parties shall jointly and severally on demand contribute to the amount paid or payable by such Indemnified Party as a result of such Losses;

- 9.6.1 in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand from the Hong Kong Public Offering; or
- 9.6.2 if the allocation provided in Clause 9.6.1 above is not permitted by applicable Laws, then in such proportion as is appropriate to reflect not only the relative benefits referred to in Clause 9.6.1 above but also the relative fault of any of the Indemnifying Parties on the one hand and the Indemnified Parties on the other hand which resulted in the Losses as well as any other relevant equitable considerations.

- 9.7 **Arrangements with 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:
- 9.7.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party;
 - 9.7.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
 - 9.7.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 9.8 **Costs:** For the avoidance of doubt, the indemnity under this Clause 9 shall cover all Losses actually incurred 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.
- 9.9 **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, unless otherwise agreed between the Indemnifying Party and the relevant Indemnified Party, the sum due from the Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 9.10 **Payment on demand:** All amounts subject to indemnity under this Clause 9 shall be paid by the Indemnifying Parties as and when they are incurred within 30 Business Days of a written notice demanding payment being given to the Indemnifying Parties by or on behalf of the relevant Indemnified Party.
- 9.11 **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, unless otherwise agreed between the Indemnifying Party and the relevant Indemnified Party, 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.
- 9.12 **Other rights of the Indemnified Parties:** The provisions of the indemnities under this Clause 9 are not affected by any other terms set out in this Agreement and do not restrict the rights of the Indemnified Parties to claim damages on any other basis.
- 9.13 **Full force:** The foregoing provisions of this Clause 9 will continue in full force and effect notwithstanding the Global Offering becoming unconditional and having been completed and

the matters and arrangements referred to or contemplated in this Agreement having been completed or the termination of this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and each of them that it will:

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 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 and the Company's website, the documents referred to in the section of the Prospectus headed "Appendix V – Documents Delivered to the Registrar of Companies and Available on Display" for the period stated therein;

10.1.6 using its best endeavours to procure that none of the Company, any member of the Group, the Controlling 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 September 18, 2026;

- 10.1.7 using its best endeavours to procure that none of the Directors and that the relevant Directors use their best endeavours to procure that none of their respective associates will himself/herself or themselves (or through a company controlled by him/her or them), apply to 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;
- 10.1.8 using its best endeavours to procure that no Connected Person of the Company, existing shareholder of the Company or their respective Close Associates will, itself/himself/herself (or through a company controlled by it/him/her) apply to subscribe for or purchase Hong Kong Offer Shares either in its/his/her own name or through nominees unless permitted to do so under the Listing Rules or having obtained the relevant waiver or consent from the Stock Exchange for such subscription, and if the Company shall become aware of any application or indication of interest for Hong Kong Offer Shares by any Connected Person or existing shareholder of the Company or their respective Close Associates either in its/his/her own name or through a nominee, it shall forthwith notify the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters);
- 10.1.9 using or procuring the use of all of the net proceeds received by it pursuant to the Global Offering strictly in the manner specified in the section of the Prospectus headed “Future Plans and Use of Proceeds”, except as otherwise agreed to be changed in compliance with the Listing Rules and the requirements of the Stock Exchange, and the Company shall provide reasonable prior notice and the details of such change (if any) to the Joint Sponsors and the Overall Coordinators), and not, directly or indirectly, using such proceeds, or lending, contributing or otherwise making available such proceeds to any member of the Group or other person or entity, for the purpose of funding, financing or facilitating any activities or business of or with any person or entity, or of, with or in any country or territory that, at the time of such funding, financing or facilitating, is subject to any sanctions Laws, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any sanctions Laws;
- 10.1.10 cooperating with and fully assisting, and using its best endeavours to procure members of the Group, 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, to facilitate their performance of their duties and to meet their 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;
- 10.1.11 notifying the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the International Underwriters) immediately if it becomes aware that any

person who has applied for or indicated an interest for Offer Shares (or their respective beneficial owners) (a) is not a third party independent of the Company; (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;

10.1.12 give reasonable notice to the Overall Coordinators (for themselves and on behalf of the Underwriters) and the Joint Sponsors in connection with the publication of any press release in connection with the Global Offering from the Prospectus Date to the date before the Listing Date;

10.1.13 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering;

10.1.14 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

10.1.15 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and whether relating to the Group or the Company or any of the Controlling Shareholders or otherwise as may be reasonably required by the Joint Sponsors or the Overall Coordinators (for themselves and on behalf of the Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the Stock Exchange, of the SFC, of the CSRC or of any other relevant Authority); and

10.2.2 to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors 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 enter into any commitment or arrangement which could reasonably be expected to have a material adverse effect on the Group, taken as a whole, or on the Global Offering;
 - 10.3.2 take any steps which would be materially inconsistent with any statement or expression, whether of fact, policy, expectation or intention, in the Prospectus and/or the CSRC Filings;
 - 10.3.3 amend any material term of the appointments of the Share Registrar, the Nominees, the Receiving Banks and the White Form eIPO Service Provider without the prior written consent of the Joint Sponsors and the Overall Coordinators;
 - 10.3.4 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-allotment Option is exercised, if applicable, amend or agree to amend any constitutional document of the Company or any other Group Company, including, without limitation, the Articles of Association, save as requested by the Stock Exchange, the SFC, the CSRC or any other Authority which is entitled to exercise jurisdiction over the Company lawfully or pursuant to the requirements under the Listing Rules or allowing the Articles of Association that have been conditionally adopted by the Company to become effective upon Listing as described in the Prospectus or as requested by the Stock Exchange or other regulatory authorities which are entitled to exercise jurisdiction over the Company or pursuant to the requirements under the Listing Rules; and
 - 10.3.5 without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents and the CSRC Filings, or any amendment or supplement thereto, except for the Offering Documents and the CSRC Filings, any written materials agreed between the Company and the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement, provided that, any approval given should not constitute a waiver of any rights granted to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and/or the Hong Kong Underwriters under this Agreement;
- 10.4 **Maintaining listing:** maintain a listing for and will refrain from taking any action that could jeopardize the listing status of, the Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules and all requirements of the Stock Exchange and the SFC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** Unless otherwise waived or exempted by the relevant Authorities, comply with all applicable Laws (including, without limitation and for the avoidance of doubt, the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC and any other Authority), including, without limitation:
- 10.5.1 complying with the Listing Rules and all applicable rules, procedures, terms and conditions and guidance materials of the Stock Exchange and the HKSCC in relation to application procedures and requirements for new listing, and adopting FINI for

admission of trading and the collection of specified information on subscription and settlement;

- 10.5.2 complying with the Listing Rules requirement to document the rationale behind the Company's decision on allocation and pricing, in particular where the decision is contrary to the advice, recommendation(s) and/or guidance of the Overall Coordinators in accordance with paragraph 19 of Appendix F1 to the Listing Rules;
- 10.5.3 complying with and procuring its directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to keeping the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and its directors;
- 10.5.4 notifying the Stock Exchange and providing it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.5 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;
- 10.5.6 not taking, directly or indirectly, any action which is designed to stabilize or manipulate or which constitutes or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any securities of the Company, or facilitate the sale or resale of the Shares, in violation of the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance, provided that the granting of the Over-allotment Option by the Company hereunder shall not constitute any breach of this Clause 10.5.6;
- 10.5.7 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;
- 10.5.8 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, from the date hereof until six months after the Listing Date, the Company shall give the Joint Sponsors and the Overall Coordinators not less than three Business Days' notice and a reasonable opportunity to review and comment on such disclosure prior to issuance;
- 10.5.9 providing to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Joint Sponsors and/or the Overall Coordinators may reasonably require;

- 10.5.10 paying all Taxation, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC and Cayman Islands, 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters against any such Taxation, duty, levy, fee, charge and expense (including any interest or penalty);
- 10.5.11 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;
- 10.5.12 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) of such material information to the extent permitted by the applicable Laws;
- 10.5.13 for one year after the Listing Date, keeping the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters) informed of any material change to the information previously given to the CSRC, the Stock Exchange, the SFC or any other relevant Authority, and to enable the Joint Sponsors and the Overall Coordinators to provide (or procure the provision of) such information to the CSRC, the Stock Exchange, the SFC or any such relevant Authority, in a timely manner, as the CSRC, the Stock Exchange, the SFC or any such relevant Authority may require;
- 10.5.14 providing to or procuring for the Joint Sponsors and the Overall Coordinators all necessary consents to the provision of the information referred to in Clause 10.1 and Clause 10.5;
- 10.5.15 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;
- 10.5.16 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;
- 10.5.17 maintaining the appointment of a compliance adviser and obtaining advice from such compliance adviser in relation to its compliance with the Listing Rules and all other applicable Laws in such manner and for such period as required by the Listing Rules; and

10.5.18 conducting the Group's business and affairs in compliance with all applicable Laws.

10.6 **Internal control:** ensure that any issues identified and disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved in accordance with the recommendations set out in that report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and 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 up to and including the date falling 30 Business Days 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, the Company shall:

10.7.1 promptly provide full particulars thereof to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters;

10.7.2 if so reasonably required by the Joint Sponsors 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 or the CSRC, or if so reasonably required by the Joint Sponsors or the Overall Coordinators, promptly amend and/or prepare and deliver (through the Joint Sponsors and the Sponsor-OCs) to the Stock Exchange, the SFC or the CSRC for approval, documentation containing details thereof in a form agreed by the Company and the Joint Sponsors and the Overall Coordinators and publish such documentation in such manner as the Stock Exchange, the SFC or the CSRC may require or as the Joint Sponsors or the Overall Coordinators may reasonably require; and

10.7.4 to the extent required by any Authority or pursuant to any applicable Laws and at the Company's expense, make all necessary announcements on the websites of the Stock Exchange and the Company and to the press to avoid a false market being created in the Offer Shares,

in each case, at the Company's own expense, and not to issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), except as required by Laws.

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 Joint Sponsors and the Overall Coordinators: The obligations of the Hong Kong Underwriters to subscribe or procure subscribers for the Hong Kong Offer Shares under this Agreement are subject to termination. If at any time prior to 8:00 a.m. on the day that trading in the 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 Cayman Islands, the PRC, the United States, the United Kingdom, the European Union (or any member thereof), Japan and Singapore or other jurisdictions relevant to the Group or the Global Offering (each a “**Relevant Jurisdiction**” and collectively, the “**Relevant Jurisdictions**”); or
- (b) any change or development involving a prospective change, or any event or series of events or circumstances likely to result in a change or prospective change, in any local, national, regional or international financial, political, military, industrial, economic, fiscal, legal, regulatory, currency, credit or market conditions or sentiments, Taxation, equity securities or currency exchange rate or controls or any monetary or trading settlement system, or foreign investment regulations (including, without limitation, a devaluation of the Hong Kong dollar, United States dollar or Renminbi against any foreign currencies, a change in the system under which the value of the Hong Kong dollar is linked to that of the United States dollar or the Renminbi is linked to any foreign currency or currencies) or other financial markets (including, without limitation, conditions and sentiments in stock and bond markets, money and foreign exchange markets, the inter-bank markets and credit markets) in or affecting any Relevant Jurisdictions, or affecting an investment in the Offer Shares; or
- (c) any event or series of events, or circumstances in the nature of force majeure (including, without limitation, any acts of government, declaration of a regional, national or international emergency or war, calamity, crisis, economic sanctions, strikes, labor disputes, other industrial actions, lock-outs, fire, explosion, flooding, tsunami, earthquake, volcanic eruption, civil commotion, riots, rebellion, public disorder, paralysis in government operations, acts of war, epidemic, pandemic, outbreak or escalation, mutation or aggravation of diseases, accident or interruption or delay in transportation, local, national, regional or international outbreak or escalation of hostilities (whether or not war is or has been declared), act of God or act of terrorism (whether or not responsibility has been claimed)) in or affecting any of the Relevant Jurisdictions; or
- (d) the imposition or declaration of any moratorium, suspension or limitation (including without limitation, any imposition of or requirement for any minimum or maximum price limit or price range) on (i) the trading in shares or securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the Tokyo Stock Exchange, the Singapore Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market or 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 Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the Prospectus or other documents in connection with the offer and sale of the Offer Shares pursuant to the Companies (Winding up and Miscellaneous Provisions) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange and/or the SFC; or
- (g) the commencement by any Authority or other regulatory or political body or organization of any public action or investigation against a Group Company or a director of the Company or announcing an intention to take any such action; or
- (h) the imposition of sanctions or export controls in whatever form, directly or indirectly, on any Group Company or any of the Controlling Shareholders or by or on any Relevant Jurisdiction, or the withdrawal of trading privileges which existed on the date of this Agreement, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (i) any valid demand by creditors for payment or repayment of indebtedness of any member of the Group or in respect of which any member of the Group is liable prior to its stated maturity; or
- (j) 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
- (k) any Director 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
- (l) 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
- (m) any litigation, dispute, legal action or claim or regulatory or administrative investigation or action being threatened, instigated or announced against any member of the Group or any Controlling Shareholder or any Director or senior management members as named in the Prospectus; or
- (n) any contravention by any Group Company or any Director of the Listing Rules or applicable Laws; or
- (o) any change or prospective change, or a materialization of, any of the risks set out in the section headed “Risk Factors” in the Prospectus,

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters):

- i. has or will or may have a material adverse effect, 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that:
- (a) any statement contained in any of the Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents 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 material 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 material breach of, or any event or circumstance rendering untrue, inaccurate or misleading in any respect, any of the representations, warranties and undertakings given by the Company in this Agreement or the International Underwriting Agreement, as applicable; or
 - (d) any event, act or omission which gives rise or is reasonably likely to give rise to any material liability of the Indemnifying Parties pursuant to the indemnities in this Agreement; or
 - (e) any material breach of any of the obligations or undertakings imposed upon the Company or any cornerstone investor (as applicable) under 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) 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
- (h) that the approval by the Listing Committee of the listing of, and permission to deal in, the Shares in issue and to be issued pursuant to the Global Offering (including pursuant to any exercise of the Over-allotment Option) is refused or not granted, other than subject to customary conditions, on or before the Listing Date, or if granted, the approval is subsequently withdrawn, cancelled, qualified (other than by customary conditions), revoked or withheld; or
- (i) any person whose consent is required for the issue of the Prospectus has withdrawn its consent to being named in the Prospectus or to the issue of any of the Offering Documents with the inclusion of its reports, letters and/or legal opinions (as the case may be) in the form and context in which they respectively appear; or
- (j) 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
- (k) 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
- (l) (A) the notice of acceptance of the CSRC Filings issued by the CSRC and/or the results of the CSRC Filings published on the website of the CSRC is rejected, withdrawn, revoked or invalidated; or (B) other than with the prior written consent of the Overall Coordinators, the issue or requirement to issue by the Company of a supplement or amendment to the CSRC Filings pursuant to the CSRC Rules or upon any requirement or request of the CSRC; or (C) any non-compliance of the CSRC Filings with the CSRC Rules or any other applicable Laws; or
- (m) 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion and upon giving notice in writing to the Company, terminate this Agreement with immediate effect.

11.2 Effect of termination: Upon the termination of this Agreement pursuant to 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 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 Banks Agreement); and

- 11.2.3 notwithstanding anything to the contrary under this Agreement, the Company shall forthwith pay to the Overall Coordinators the fees, costs, charges and expenses set out in Clauses 7.3 and 7.4 and the Overall Coordinators may, in accordance with the provisions herein, instruct the Nominees to make such (or any part of such) payments out of the interest accrued on the monies received in respect of the Hong Kong Public Offering, if any.

12 RESTRICTION ON ISSUE OR DISPOSAL OF SECURITIES

- 12.1 **Lock-up on the Company:** The Company hereby undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that except pursuant to the Global Offering (including pursuant to the Over-allotment Option and the Post-IPO Share Incentive Scheme), 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- 12.1.1 allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, assign, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, or repurchase, any legal or beneficial interest in any Shares or other equity securities of the Company or any interest in any of the foregoing, including any securities convertible into or exchangeable or exercisable for, or that represent the right to receive, any Shares or other equity securities of the Company, or deposit any Shares or other equity securities of the Company 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 other equity securities of the Company, or any interest in any of the foregoing, including any securities convertible into or exchangeable or exercisable for, or that represent the right to receive, any Shares or other equity securities of the Company; 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 Shares or other equity securities of the Company, in cash or otherwise (whether or not the issue of such Shares or other equity securities will be completed within the First Six Month Period). The Company further agrees that, in the event the Company is allowed to enter into any of the transactions described in Clauses 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 equity securities of the Company. This Clause 12.1 shall not apply to any transfer of the equity securities of any member of the Group to a wholly-owned Subsidiary of the Company or any issue of debt securities by the Company or any other member of the Group, provided that such debt securities are not convertible into equity securities of the Company or any member of the Group.

12.2 **Maintenance of public float and sufficiency of free float:** The Company agrees and undertakes to each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMLs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters that it 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 Shares, or agree to do so, which may reduce the holdings of the Shares held by the public (as defined in Rule 8.24 of the Listing Rules) to below the Minimum Public Float Requirement or any waiver granted and not revoked by the Stock Exchange prior to the expiration of the Second Six Month Period without first having obtained the prior written consent of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); or (ii) enter into any agreement, arrangement or transaction which shall cause or have the effect of causing the portion of the Shares that are held by the public and that are available for trading and not subject to any disposal restrictions (whether under contract, the Listing Rules, applicable Laws or otherwise) on the Listing Date to fall below the Minimum Free Float Requirement under Rule 8.08A of the Listing Rules.

12.3 **Full force:** The undertakings in this Clause 12 shall remain in full force and effect only for the periods expressly specified in Clauses 12.1 and 12.2, except to the extent otherwise required by applicable Law.

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 by any of their respective directors, officers, employees, consultants, advisers or agents during the period of six months from the date of this Agreement without the prior written approval of the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the 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 Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and after the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their respective comments (if any) have been fully considered by the Company.

13.2 **Discussion with the Joint Sponsors and the Overall Coordinators:** The Company undertakes to the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) that it will conduct prior discussion with the Joint Sponsors and the Overall Coordinators in relation to any announcement proposed to be made to the public by

or on behalf of the Company, or any other member of the Group, following the date of Prospectus up to the six months from the date of this Agreement, which may conflict with any statement in the Prospectus.

- 13.3 **Full force:** The restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement, 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 Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of their respective Affiliates for the purpose of the Global Offering;

14.2.7 required by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinator, the CMI, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters 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 Joint Sponsors and the Overall Coordinators (for themselves on behalf of the Hong Kong Underwriters)) have given prior written approval to the disclosure, such approval not to be unreasonably withheld; or

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:

26th Floor, Building A, Hisense International Center, No. 88, Hong Kong East Road, Laoshan District, Qingdao, Shandong Province, PRC

Email:

renxiaofeng@hisense.com

Attention:

Ren Xiaofeng

If to **Citi**:

Address:

50/F, Champion Tower, Three Garden Road, Central, Hong Kong

Email:

ProjectLegend.AP.all@citi.com

Attention:

Project Legend ECM

If to **CITICS**:

Address:

18/F, One Pacific Place, 88 Queensway, Hong Kong

Email:

ProjectLegend2025@clsa.com

Attention:

Project Legend2025

If to **CLSA**:

Address: 18/F, One Pacific Place, 88 Queensway,
Hong Kong
Email: ProjectLegend2025@clsa.com
Attention: Project Legend2025

If to any of the other Hong Kong Underwriters, to the address and email address of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in Schedule 1, respectively.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or email address for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place;
or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW, DISPUTE RESOLUTION AND WAIVER OF IMMUNITY

- 16.1 **Governing law:** This Agreement, and any non-contractual obligations arising out of or in connection with it, including this Clause 16, shall be governed by and construed in accordance with the laws of Hong Kong.

- 16.2 **Arbitration:** Each party to this Agreement agrees that any dispute, controversy, difference or claim arising out of or in connection with this Agreement including any question regarding its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability or any dispute regarding non-contractual obligations arising out of or in connection with it (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) in accordance with the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this Clause 16.2. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. Any award of the tribunal shall be final and binding on the parties from the date it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 16.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 16.2 shall be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

- 16.3 **Joinder to third party proceedings:** Notwithstanding Clause 16.2, each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMI, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters shall have the sole right in circumstances in which they become or are joined as a defendant or third party in any court proceedings commenced by a non-party to this Agreement (the “**Court Proceedings**”), to pursue claims against the Company in those Court Proceedings (whether by way of a claim for an indemnity, contribution or otherwise). If the Company is joined as a party to any Court Proceedings in accordance with this Clause 16.3, no arbitration shall be commenced or continued by any party under Clause 16.2 in respect of a Dispute about the same subject matter or arising from the same facts and circumstances or involving the same question of law as the Court Proceedings until the Court Proceedings have been finally determined.

- 16.4 **Service of documents:** Without prejudice to the provisions of Clause 16.5, 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.
- 16.5 **Process agent:** The Company has established a place of business in Hong Kong at Suite 2701, 27/F, Cityplaza One, 1111 King's Road, Hong Kong, and the Company has been registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.
- 16.6 **Waiver of immunity:** To the extent in any proceedings in any jurisdiction including, without limitation, arbitration proceedings, the Company 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 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 Joint Sponsors and the Overall Coordinators hereto to extend the deadline under Clause 2.3, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 9, respectively, to any of the persons who have the benefit of the indemnities in Clause 9 and any successor entity to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release or compromise, in whole or in part, the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto and without prejudicing the rights of the parties hereto against any other person under the same or a similar liability. Without prejudice to the generality of the foregoing, the Company agrees and acknowledges that any amendment or supplement to the Offering Documents, the CSRC Filings or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Joint Sponsors, the

Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIIs, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents and CSRC Filings subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIIs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement, together with, (i) with respect to the Company and the Joint Sponsors, the Sponsor-OCs and the Overall Coordinators, the Sponsor and Sponsor-OC Mandates, (ii) with respect to the Company and the CMIIs, the CMI Engagement Letters, constitute the entire agreement between the Company, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor and Sponsor-OC Mandates and the CMI Engagement Letters shall continue to be in force and binding upon the parties thereto, but if any term of this Agreement is inconsistent with that of any of the mandates or engagement letters, as between the parties to such mandate or engagement letter, the term in this Agreement shall prevail.
- 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 17.13.3, 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, the Company will indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgment currency for the purpose of such judgment or order 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 the Company and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

- 17.11 **Authority to the Overall Coordinators:** Unless otherwise provided herein, each of the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorizes the Overall Coordinators to act on behalf of all the CMIs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the Joint Global Coordinators, the CMIs, the Joint Bookrunners, Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and authorizes the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.
- 17.12 **Taxation:** All payments to be made by or on behalf of the Company 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 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, subject to the exclusions and limitations in Clause 9.

If any of the other parties is required by any Authority to pay any Taxes as a result of this Agreement, the Company 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, subject to the exclusions and limitations in Clause 9.

- 17.13 **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 17.13:
- 17.13.1 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;
- 17.13.2 An assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement; and

- 17.13.3 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 17.13.1.
- 17.14 **Professional Investors:** the Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Joint Sponsors and the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.15 **Language:** This Agreement is prepared and executed in English only. For the avoidance of doubt, in the event that there are any inconsistencies between this Agreement and any translation, the English language version shall prevail.
- 17.16 **Further Assurance:** The Company shall from time to time, on being required to do so by the Joint Sponsors 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 Joint Sponsors and/or the Overall Coordinators may reasonably require to give full effect to this Agreement and secure to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMLs, the Joint Bookrunners, the Joint Lead Managers or the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.
- 17.17 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 17.18 **Recognition of the U.S. Special Resolution Regimes**
- 17.18.1 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.
- 17.18.2 In the event that any Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter that is a Covered Entity or a BHC Act Affiliate of such Joint Sponsor, Overall-Coordinator or Hong Kong Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Joint Sponsor, Overall Coordinator or Hong Kong Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.
- 17.18.3 In this Clause 17.18:
- “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).
- “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b);

or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

SCHEDULE 1

THE HONG KONG UNDERWRITERS

Hong Kong Underwriter (Address, Addressee and Email)	Hong Kong Underwriting Commitment (Maximum number of Hong Kong Offer Shares to be underwritten)	Percentage to be underwritten
CITIGROUP GLOBAL MARKETS ASIA LIMITED 50/F, Champion Tower, Three Garden Road, Central, Hong Kong Email: ProjectLegend.AP.all@citi.com Attention: Project Legend ECM	See below	See below
CLSA LIMITED 18/F, One Pacific Place, 88 Queensway, Hong Kong Email: ProjectLegend2025@clsa.com Attention: Project Legend2025	See below	See below
GF SECURITIES (HONG KONG) BROKERAGE LIMITED 27/F, GF Tower, 81 Lockhart Road, Wanchai, Hong Kong Email: ecm@gfgroup.com.hk Attention: Alex Yan	See below	See below
FUTU SECURITIES INTERNATIONAL (HONG KONG) LIMITED 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong Email: project.legend2026@futu.hk Attention: Tse Chi Kin, Daniel	See below	See below
Total:	17,201,500	100%

$$A = B/C \times 17,201,500 \text{ Shares}$$

where:

“A” is the Hong Kong Underwriting Commitment of the relevant Hong Kong Underwriter, provided that (i) any fraction of a Share shall be rounded down to the nearest whole number of a Share, (ii) the total number of Hong Kong Offer Shares to be underwritten by the Hong Kong Underwriters shall be exactly 17,201,500, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters or any of their respective Affiliates have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 2

THE WARRANTIES

Representations and Warranties of the Company

The Company represents, warrants and undertakes to the Joint Sponsors, the Sponsor-OCs, 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 Preliminary Offering Circular, or any individual Supplemental Offering Material when considered together with the Preliminary Offering Circular, contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.
- 1.2 No individual Supplemental Offering Material conflicts or will conflict with the Hong Kong Public Offering Documents or the Preliminary Offering Circular.
- 1.3 All statements, expressions of opinion or intention, forward-looking statements, forecasts and estimates (including the statements regarding the sufficiency of working capital, future plans, use of proceeds, estimated capital expenditures, projected cash flows and working capital, critical accounting policies and estimates, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance) in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Material (when considered together with the Preliminary Offering Circular) and the CSRC Filings (A) have been made after due, careful and proper consideration; (B) were and remain based on grounds and assumptions referred to in the relevant Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings (to the extent there are any) or otherwise based on reasonable grounds and assumptions; and (C) represented and continue to represent reasonable and fair grounds, assumptions and expectations honestly held based on facts known to each of the Company, any Subsidiaries, any of their respective directors and officers; there are and will be no other material facts known or which could, upon due and careful inquiry, have been known to the Company or the Directors the omission of which would 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 unless any such requirement has been waived or exempted by the relevant Governmental Authority; and (B) all such material information as investors and their professional advisors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, assets and liabilities, business, 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 (including, without limitation, the Formal Notice) and all filings and submissions provided by or on behalf of the Company, the Subsidiaries and/or any of their respective directors, officers, employees, affiliates or agents, to the Stock Exchange, the SFC, the CSRC and/or any relevant

Authority in connection with the Global Offering have complied and will comply with all applicable Laws in all material respects, contain no untrue statement of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

- 1.6 Without prejudice to any of the other Warranties:
- 1.6.1 the statements contained in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed “Future Plans and Use of Proceeds,” including the breakdown of the estimated use of the net proceeds, represent the true and honest belief of the Company and its directors arrived at after due, proper and careful consideration and inquiry;
 - 1.6.2 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to the Company’s consolidated indebtedness as at close of business on July 31, 2026 are complete, true and accurate in all material respects and not misleading and all material developments in relation to the Company’s indebtedness have been disclosed;
 - 1.6.3 the statements relating to working capital contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
 - 1.6.4 the statements relating to the Group’s liquidity and capital resources contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Financial Information” are complete, true and accurate in all material respects and not misleading;
 - 1.6.5 the statements relating to the interests of the Company and its directors in the share capital of the Company and in contracts with the Company and the Subsidiaries contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading;
 - 1.6.6 the statements contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular (A) in the sections headed “Share Capital” and “Appendix III—Summary of the Constitution of the Company and Cayman Islands Company Law,” insofar as they purport to describe the terms of the Offer Shares; (B) in the sections headed “Regulatory Overview” and “Appendix III—Summary of the Constitution of the Company and Cayman Islands Company Law,” 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 sections headed “Taxation” and “Appendix IV—Statutory and General Information,” insofar as they purport to describe the provisions of the Laws and documents referred to therein; and (D) in the section headed “Appendix III—Summary of the Constitution of the Company and Cayman Islands Company Law,” insofar as they purport to describe the material provisions of the Articles of Association, are true, complete and accurate in all material aspects and are not misleading, and constitute fair and accurate summaries of the relevant terms, Laws, regulations and documents;
 - 1.6.7 the statements relating to dividend policy contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular under the heading “Summary—Dividends” and “Financial Information—Dividends” represent the true and honest belief of the Company and its directors (if applicable) arrived at after due, careful and proper consideration and inquiry; and

- 1.6.8 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in the section headed “Risk Factors” are complete, true and accurate in all material respects and not misleading and represent the true and honest belief of the Company and its directors (if applicable) arrived at after due, proper and careful consideration.
- 1.7 All statistical, market-related and operational data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from the Company has been derived from the records of the Company and the Subsidiaries using systems and procedures which incorporate adequate and effective safeguards to ensure that the information is complete, true and accurate in all material respects and fairly presents the information shown therein; the section entitled “Financial Information” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately describes the Company’s exposure to changes in interest rates, liquidity and foreign exchange rates, as of the dates indicated therein in all material respects; statistical and market-related data and information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as having come from a source other than the Company are based on or derived from sources which the Company reasonably believes to be reliable and accurate in all material respects and represent the Company’s good faith estimates that are made on the basis of data derived from such sources, and such data accurately reflect the information or the sources from which they are derived; and the Company has obtained the written consent to the use of such data from such sources to the extent required.
- 1.8 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 Company, the Subsidiaries, or their respective directors, officers, employees or agents to the Stock Exchange, the SFC, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, the Reporting Accountants, the Internal Control Consultant and legal and other professional advisers to the Company and the International Underwriters and the Hong Kong Underwriters for the purposes of the Global Offering or the listing of the Shares on the Stock Exchange (including the answers and documents contained or referred to in the Verification Notes, any new or additional information serving to update or amend the Verification Notes supplied or disclosed in writing prior to the date hereof, the information, answers and documents used as the basis of information contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular, the Supplemental Offering Materials, the CSRC Filings, the investor presentation materials and analyst presentation materials, or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors 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 except as subsequently disclosed in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the CSRC Filings, remains complete, true and accurate in all material respects and not misleading.
- 2 CSRC Filings**
- 2.1 Each of the CSRC Filings is and remains complete, true and accurate and not misleading, and does not omit any material information which would make the statements made therein, in light of the circumstances under which they were made, misleading.

- 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 Joint Sponsors, the Sponsor-OCs, 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 Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters of their obligations under all applicable Laws (including the CSRC Rules), or for the discharge by the Overall Coordinators of their respective obligations as an Overall Coordinator under the Code of Conduct, the Listing Rules and other applicable Laws) was so disclosed or made available in full and in good faith and was, when given and, except as subsequently disclosed in the CSRC Filings, remains complete, true and accurate in all material respects and not misleading, and there is no other material information which has not been provided the result of which would make the information so disclosed or made available misleading 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 The CSRC Filings made by or on behalf of the Company are in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 2.5 The Company has not 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 Joint Sponsors, the Sponsor-OCs, the Joint Global Coordinators, the CMIs, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters, except where the failure to make such disclosure would not be material to the Global Offering.

3 The Company and the Subsidiaries

- 3.1 The Company has and upon the Listing Date will have the authorized and issued capital as set forth in the sections headed “Capitalization” and “Share Capital” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, and all of the issued shares of the Company (A) have been duly authorised, registered and validly issued; (B) are fully paid and non-assessable; (C) were not issued in violation of any pre-emptive, resale right, right of first refusal or similar rights; (D) conform to the description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; (E) have been issued in compliance with all applicable Laws; (F) are not subject to any Encumbrance 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 and the Preliminary Offering Circular in the amounts specified therein; save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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.

- 3.2 Each of the Company and the Subsidiaries has been duly incorporated or established and is validly existing and in good standing (where applicable) under the Laws of its jurisdiction of incorporation, registration or organization with legal right, power and authority (corporate and other) to own, use or lease, as applicable, 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 and the Preliminary Offering Circular and is capable of suing and being sued in its own name.
- 3.3 Each of the Company and the Subsidiaries has been duly qualified to transact business and is in good standing (where applicable) under the Laws of each other jurisdiction in which it owns or leases properties or conducts any business that requires such qualification.
- 3.4 The memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of each of the Company and the Subsidiaries comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization and are in full force and effect.
- 3.5 Each of the Subsidiaries that is a PRC entity has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or material default under applicable PRC Laws, and has timely received all requisite certifications from each applicable Authority.
- 3.6 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the memorandum and articles of association and other constituent or constitutive documents of the Company comply with the Laws of Hong Kong (including the Listing Rules).
- 3.7 None of the Company or any Subsidiary has entered into any agreement for the establishment of any company or undertaking in which the Company or any Subsidiary will or agrees to own or control a majority interest.
- 3.8 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no person, individually or together with its affiliates, beneficially owns (within the meaning of Rule 13(d)(3) of the Exchange Act), ultimately controls or otherwise has any interest (within the meaning of Part XV of the Securities and Futures Ordinance) in 5% or more of any class of the Company's share capital through trust, contract, arrangement, understanding (whether formal or informal) or otherwise.
- 3.9 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 and the Preliminary Offering Circular.

4 Offer Shares

- 4.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable,

- 4.1.1 will be duly and validly issued and fully paid and non-assessable and free and clear of all Encumbrances or adverse claims;
 - 4.1.2 will have attached to them the rights and benefits specified in the Company's Articles of Association as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular;
 - 4.1.3 will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment;
 - 4.1.4 save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will be free of any restriction upon the holding, voting or transfer thereof under the applicable Laws or the memorandum and articles of association or other constituent or constitutive documents or the business licence of the Company or any agreement or other instrument to which the Company is a party; and
 - 4.1.5 will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the International Underwriters) and their subsequent purchasers.
- 4.2 No holder of Offer Shares after the completion of the Global Offering is or will be subject to any personal liability in respect of the Company's liabilities or obligations by reason of being such a holder.
- 4.3 The Offer Shares conform to the descriptions thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, including the descriptions in the sections headed "Capitalization", "Share Capital" and "Appendix III—Summary of the Constitution of the Company and Cayman Islands Company Law".
- 4.4 The certificates for the Offer Shares, when issued, will be in proper form to be legal and valid under the Laws of the Cayman Islands or Hong Kong.
- 4.5 Except as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there are no restrictions on subsequent transfers of the Offer Shares under the Laws of the Cayman Islands, Hong Kong, or the United States.
- 5 The Underwriting Agreements and the Operative Documents**
- 5.1 Each of this Agreement, the International Underwriting Agreement, the Prospectus, the Operative Documents and any other documents required to be executed by the Company pursuant to the provision of this Agreement, the International Underwriting Agreement or the Operative Documents has been, or will be, duly and validly authorised, executed, and delivered by the Company and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.
- 5.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, "Plan of Distribution," "Structure of the Global Offering," "Cornerstone Investors" and "Underwriting," insofar as they purport to describe the provisions of this Agreement, the International Underwriting Agreement and the Cornerstone Investment Agreements are complete, true and accurate in all material respects and not misleading.
- 6 No Conflict, Compliance and Approvals**
- 6.1 None of the Company or any Subsidiary is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness

(or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its memorandum and articles of association or other constituent or constitutive documents and its business license (as applicable); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, authorization, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected; or (C) any Laws applicable to it or any of its properties or assets, except in each case of clauses (B) and (C) as would not individually or in the aggregate result in a Material Adverse Effect.

- 6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated and the fulfilment of the terms hereof or thereof do not and will not (A) conflict with, or result in a breach or violation of, any of the terms or provisions of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any Subsidiary is a party, by which the Company or any Subsidiary is bound or to which any of the property or assets of the Company or any Subsidiary is subject, except as would not individually or in the aggregate result in a Material Adverse Effect; (B) violate any provision of the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any Subsidiary; (C) violate any applicable Law; or (D) result in the imposition of any Encumbrance upon any property or assets of the Company or any Subsidiary.
- 6.3 Except for the requisite registration of the Prospectus with the Registrar of Companies in Hong Kong and the final approval from the Stock Exchange for the listing of and permission to deal in the Shares on the Main Board, all licenses, permits, permissions, authorizations, consents, approvals, certificates, clearances, qualifications, franchises, orders and other concessions of and from, and all registrations, declarations, notifications and filings of or with, any Authority having jurisdiction over the Company or the Subsidiaries, or any of their respective properties (each a "**Governmental Authorization**") required under any applicable Law in connection with (A) the Global Offering; (B) the issuance and sale of the Offer Shares; (C) the execution of this Agreement, the International Underwriting Agreement, the Operative Documents and the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering; (D) the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, the International Underwriting Agreement, the Operative Documents, the Cornerstone Investment Agreements and each of the agreements relating to the Global Offering to which the Company is a party; (E) the deposit of the Offer Shares with Hong Kong Securities Clearing Company Limited; and (F) the issuance, publication, distribution or making available of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made and are in full force and effect, and there is no reason to believe that any such Governmental Authorizations may be revoked, suspended or modified.
- 6.4 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 Company's knowledge, there is no reason to believe that such approval may be revoked, suspended or modified.

- 6.5 The Company has taken all necessary corporate 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 and the Preliminary Offering Circular, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated by this Agreement, and such approvals and authorizations are in full force and effect, and there is no reason to believe that any such approvals and authorizations may be revoked, suspended or modified.
- 6.6 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, each of the Company and the Subsidiaries (A) is in compliance with all applicable Laws described or referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Circular in all material respects in the section headed "Regulatory Overview" ("**Relevant Laws**"); (B) has received all Governmental Authorization required of them under Relevant Laws to own, lease, license and use its property and assets and conduct their respective businesses, to the extent material to the Company's operations and such Governmental Authorization is 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 and the Preliminary Offering Circular; and (C) is in compliance with the provisions of all such Governmental Authorizations in all material respects; 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, except as would not individually or in the aggregate result in a Material Adverse Effect; and the Company and the Subsidiaries have not received notice of any actual or potential liability under or violation of any Relevant Laws, except as would not individually or in the aggregate result in a Material Adverse Effect.
- 6.7 (A) all Governmental Authorizations under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Company or its Subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, have been obtained or made; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (i) its memorandum and articles of association or other constituent or constitutive documents or the business licence (as applicable), (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any licence, authorization, lease, contract or other agreement or instrument to which the Company or any of the Subsidiaries is a party or by which it is bound or any of its properties or assets may be bound or affected, or (iii) any Laws applicable to the Company or any of the Subsidiaries or any of their properties or assets described in each of the Hong Kong

Public Offering Documents and the Preliminary Offering Circular, or result in the creation or imposition of an Encumbrance upon any property or assets of the Company or any of the Subsidiaries, except in each case of clauses (ii) and (iii) where such breach, violation or default would not individually or in the aggregate result in a Material Adverse Effect.

7 Accounts and Other Financial Information

7.1 The Reporting Accountants, whose accountant's report on certain consolidated financial statements of the Company is included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, are independent public accountants with respect to the Company under the Code of Ethics for Professional Accountants issued by the Hong Kong Institute of Certified Public Accountants and the rules and regulations thereunder.

7.2 (A) The audited consolidated historical financial statements (and the notes thereto) of the Company and the Subsidiaries included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular give a true, complete and fair view of the financial condition, results of operations, cash flows, comprehensive income and changes in shareholders' equity of the Company and its consolidated Subsidiaries as of the dates and for the periods indicated, and have been prepared in conformity with the International Financial Reporting Standards ("IFRS") and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) such audited consolidated historical financial statements make due provision for any bad or doubtful debts and make appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities, whether liquidated or unliquidated at the date thereof; (C) the profits and losses shown on such audited consolidated historical financial statements and selected financial data and the trend of profits and losses thereby shown have not been affected by any unusual or exceptional item or by any other matter which has rendered such profits or losses unusually high or low; (D) the summary and selected financial data (including any financial ratios) included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are either extracted from the report of the Reporting Accountants set out in Appendix I to the Hong Kong Public Offering Documents and the Preliminary Offering Circular or 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 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 and the Preliminary Offering Circular has been prepared in accordance with the applicable requirements of the Listing Rules and has been presented consistently with the relevant accounting principles adopted by the Company, the assumptions used in the preparation of 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 and the Preliminary Offering Circular that are not included as required; (H) none of the Company or the Subsidiaries has any material liabilities or obligations, direct or contingent (including any litigation or off-balance sheet obligations) that are not described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and (I) to the best of the Company's knowledge, there is no arrangement, circumstance, event, condition or development that could result in a restatement of any financial information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

- 7.3 The prospective information as set forth in the sections "Summary," "Business" and "Financial Information" of each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and any forecasts and estimates, if any contained in the CSRC Filings (the "**Prospective Financial Information**") (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 and the CSRC Filings, and in accordance with the Company's accounting policies described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular consistently applied; (B) the bases and assumptions used in the preparation of the Prospective Financial Information (i) are those that the Company believes are significant in forecasting the financial performance of the Company and its Subsidiaries, and (ii) reflect, for each relevant period, a reasonable forecast or estimate, as applicable, by the Company of the events, contingencies and circumstances described therein; and (C) the Prospective Financial Information represents a reasonable forecast by the Company of the financial performance of the Company.
- 7.4 The unaudited consolidated management accounts of the Company and its Subsidiaries as of July 31, 2026 (A) have been properly written up and present fairly, and reflect in conformity in all material respects with the accounting policies of the Company and IFRS; (B) contain no material inaccuracies or discrepancies of any kind; and (C) present fairly the consolidated financial position of the Company as of July 31, 2026; and there has been no decrease in the share capital or increases in lease liabilities of the Company as of July 31, 2026 as compared to amounts shown in latest consolidated balance sheet of the Company as of June 30, 2026 included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 7.5 (A) The statements in relation to the adequacy of the working capital of the Company as set forth in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Circular entitled "Financial Information—Working Capital Sufficiency" (the "**Working Capital Statement**"), in each case has been prepared after due and proper consideration, and represents reasonable and fair expectations honestly held, by the Company ; (B) the bases and assumptions used in the preparation of the Working Capital Statement (i) are all those that the Company considers to be significant in making the Working Capital Statement for at least the 12-month period immediately following the Hong Kong Prospectus Date and (ii) reflect, for each relevant period, a fair and reasonable forecast by the Company of the events, contingencies and circumstances described therein; and (C) the Working Capital Statement represents a fair and reasonable forecast by the Company of the adequacy of the working capital of the Company for at least the 12-month period immediately following the Hong Kong Prospectus Date and that in the Company's view, taking into account the 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 Hong Kong Prospectus Date.

- 7.6 The statements set forth in the section entitled "Financial Information—Critical Accounting Estimates and Judgments" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular are complete, true and accurate in all material respects and not misleading and accurately and fully describes (A) accounting policies which the Company believes are the most important in the portrayal of the Company's and the Subsidiaries' financial condition and results of operations (the "**Critical Accounting Policies**"); (B) judgments and uncertainties affecting the application of the Critical Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions; and the Board, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Company's legal advisers and the Reporting Accountants with regard to such selection, application and disclosure.
- 7.7 The sections entitled "Financial Information—Indebtedness" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular accurately and fairly describe (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity and are reasonably likely to occur; (B) all material indebtedness (actual or contingent) of the Company or the Subsidiaries and its or their related parties; and (C) all off balance sheet transactions, arrangements, and obligations (if applicable); and none of the Company or any Subsidiary has any material relationships with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by the Company or any Subsidiary, such as structured finance entities and special purpose entities, that are reasonably likely to have a material effect on the liquidity of the Company and the Subsidiaries taken as a whole or the availability thereof or the requirements of the Company and the Subsidiaries taken as a whole for capital resources.
- 7.8 The board memorandum of profit forecast for the year ending December 31, 2026 and working capital forecast for the year ending December 31, 2026 and the first nine months of 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 which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Profit Forecast Memorandum.
- 7.9 The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no material fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports or letters or certificates are held in good faith based upon facts within the best of their knowledge after due and careful inquiry, and none of the

Company and the Directors disagree with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) no material information was withheld from the Reporting Accountants for the purposes of their preparation of their report contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Circular and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other material information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants, the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs or the Underwriters for the purposes of their review of the forecasts of profit and earnings per share and the unaudited pro forma adjusted consolidated net tangible assets (and other unaudited pro forma financial statements, information and data, if any) of the Company included in any of the Hong Kong Public Offering Documents, the Preliminary Offering Circular or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.10 All historical financial information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular (other than in the report of the Reporting Accountants set out in Appendix I and 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 Company in good faith believes are reliable and accurate, and are a fair presentation of the data purported to be shown.

8 Indebtedness and Material Obligations

- 8.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, subordinated bonds and hire purchase commitments, or any mortgage or charge or any guarantee or other contingent liabilities; (B) no material outstanding indebtedness of the Company and the Subsidiaries, taken as a whole, 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 and the Subsidiaries, taken as a whole, that is repayable on demand is owed has demanded or, to the best of the Company's knowledge, threatened to demand repayment of, or to take steps to enforce any security for, the same; (D) to the best of the Company's knowledge, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of the Company and the Subsidiaries, taken as a whole, 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) there are no outstanding guarantees or contingent payment obligations of the Company or any of the Subsidiaries in respect of indebtedness of any party other than the Company or any of the Subsidiaries.
- 8.2 (A) The amounts borrowed by each of the Company and the Subsidiaries do not exceed any limitation on its borrowing contained in its memorandum and articles of association

or other constituent or constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) none of the Company or any of the Subsidiaries has factored any of its debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of the Company or any of the Subsidiaries which is material to the Company or such 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) to the best of the Company's knowledge, no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the best of the Company's knowledge, 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.

9 Subsequent Events

- 9.1 Save as disclosed in each of the Prospectus and the Preliminary Offering Circular, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or any of the Subsidiaries has (A) entered into or assumed or otherwise agreed to be bound by any contract, transaction, commitment or agreement that is material to the Company and the Subsidiaries, taken as a whole; (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 and the Subsidiaries, taken as a whole; (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 and the Subsidiaries, taken as a whole; (D) entered into merger, business consolidation, joint venture, strategic cooperation with any other entity or business that is material to the Company and the Subsidiaries, taken as a whole; (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 and the Subsidiaries, taken as a whole, other than sale or transfer made in the ordinary course of business or such Encumbrances created in the ordinary course of business and tax liens with respect to taxes not yet due and statutory right of customers (if any) in inventory and other assets; or (G) entered into an agreement or a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.
- 9.2 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) none of the Company or any of the Subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood, earthquake, epidemic, pandemic, outbreak of infectious disease or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority; (B) each of the Company and the Subsidiaries has carried on and will carry on business in the ordinary and usual course so as to maintain it as a going concern and in the same manner as previously carried on and since such date has not entered into any contract, transaction or commitment outside the ordinary course of business or of an unusual or onerous nature;

(C) each of the Company and the Subsidiaries has continued to pay its creditors in the ordinary course of business and on arms' length terms; and (D) there has been no material adverse 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.

- 9.3 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has not been (A) any Material Adverse Change; (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the Subsidiaries, taken as a whole; (C) any material change in the share capital or other equity interests of any class or outstanding indebtedness of or in any of the Company or the Subsidiaries; or (D) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any of the Company or the Subsidiaries.
- 9.4 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, there has been and will be no material change in the issued share capital, or material increase in non-current portion of interest-bearing bank and other borrowings of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Company included in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 9.5 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) to the best of the Company's knowledge, 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) to the best of the Company's knowledge, none of the shareholders or directors of any of the Company or the Subsidiaries or any of their respective Associates, either alone or in conjunction with or on behalf of any other person, directly or indirectly interested in more than 5% of the Group's five largest suppliers and customers; (C) to the best of the Company's knowledge, none of the Group's suppliers and customers are connected persons of the Group; (D) the Company and the Subsidiaries have not had any litigation, claims or material disagreements with their suppliers and customers which would, or could reasonably be expected to, cause material interference with its business and operations; and (E) save as to the credit periods granted under the relevant business agreements during the ordinary course of business of the Company and the Subsidiaries, none of the Company or any of its Subsidiaries has provided any form of financial assistance to their suppliers and customers.

10 **Assets**

- 10.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and except for any failure of (A), (B), (C), (D), (G) and (H) below that would not, individually or in aggregate, result in a Material Adverse Effect, (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 reasonably likely to occur under any of such leases; (E) neither the Company nor any Subsidiary is aware of any action, suit, claim, demand, investigation, judgment, award or proceeding of any nature that has been asserted by any person which may be materially adverse to the rights or interests of the Company and/or the Subsidiaries under such lease, tenancy or license or may materially and adversely affect the rights of the Company and/or the Subsidiaries to the continued possession or use of such leased or licensed property or other asset; (F) the right of the Company and/or the Subsidiaries to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; (G) 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, license, 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 and the Preliminary Offering Circular, and no other real properties or assets are necessary in order for the Company or the Subsidiaries to carry on the businesses of the Company or the Subsidiaries in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

- 10.2 (A) Each of the Company and the Subsidiaries owns free of Encumbrances, or has obtained (or can obtain on reasonable terms) valid licences for, or other rights to use, all patents, patent applications, research work and findings, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property**”) described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular as being owned or licensed or used by them or that are necessary for the conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any of the Subsidiaries has obtained licences for, or other rights to use, Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the Subsidiaries have complied with the terms of each such agreement, and no default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the Subsidiaries has occurred and is continuing or, to the best of the Company’s knowledge, is likely to occur under any such agreement; (C) to the best of the Company’s knowledge, there is no claim to the contrary or any challenge by any other person to the rights of the Company or any of the Subsidiaries with respect to the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (D) to the best of the Company’s knowledge, none of the Company or the Subsidiaries has infringed or is infringing the Intellectual Property of a third party, and none of the Company or the Subsidiaries has received notice or claim by a third party to the contrary; (E) to the best of the Company’s knowledge after due and careful inquiry, there are no

third parties who have, or 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 Company's knowledge after due and careful inquiry, there is no infringement or unauthorized use by third parties of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (G) there is no pending, or to the best of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the rights of the Company or any of the Subsidiaries in or to any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries, and to the best of the Company's knowledge after due and careful inquiry, there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (H) there is no pending, or to the best of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others challenging the validity, enforceability or scope of any Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (I) there is no pending, or to the best of the Company's knowledge after due and careful inquiry, threatened action, suit, proceeding or claim by others that the Company or any Subsidiary infringes or otherwise violates, or would, upon the commercialization of any product or service described in any of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, as under development, infringe or violate, any Intellectual Property of others, and there are, to the best of the Company's knowledge after due and careful inquiry, no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (J) to the best of the Company's knowledge, 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 would challenge the validity, enforceability or scope of any of the Intellectual Property owned, applied or used by, or licensed to, the Company or any of the Subsidiaries; (K) to the best of the Company's knowledge, there is no prior act that may render any patent application within the Intellectual Property unpatentable that has not been disclosed to any Authority in the jurisdictions in which the Company or any of the Subsidiaries operates having jurisdiction over intellectual property matters; and (L) the proposed new product or service described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, if any, as under development by the Company or any Subsidiary fall within the scope of the claims of one or more patents owned by, or exclusively licensed to, the Company or any Subsidiary, in each of the cases from (B) to (L) above, except for matters which would not or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

- 10.3 (A) The information technology assets and equipment, computers, computer systems, communications systems, networks, software, hardware, websites, applications and database (collectively "**Information Technology**") owned, used, licensed by or to the Company and the Subsidiaries comprise all the information technology systems and related rights reasonably necessary to conduct, or material to, the operation of the business of the Company and the Subsidiaries ; (B) the Information Technology is adequate for, and operate and perform as required in connection with, the operation of the business of the Company and the Subsidiaries, taken as a whole, as currently conducted; (C) all Information Technology which is reasonably necessary for the business of the Company and the Subsidiaries is either legally and beneficially owned by the Company or the Subsidiaries or lawfully used under valid licenses granted by the registered proprietor(s) or beneficial owner(s) thereof or may be obtained or licensed under reasonable commercial terms; (D) each agreement pursuant to which the

Company or each Subsidiary has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms; the Company and the Subsidiaries have complied with the terms of each such agreement in all material respects, 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 material default) by the Company or any of the Subsidiaries has occurred and is continuing or is reasonably likely to occur under any such agreement; and none of the Company or any Subsidiary has given or received any notice to or from any party to terminate any such agreement; (E) all material records and systems (including but not limited to the Information Technology) and all material data and information of the Company and the Subsidiaries are maintained and operated by the Company and the Subsidiaries and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the Subsidiaries; (F) in the event that the persons providing maintenance or support services for the Company and the Subsidiaries with respect to the Information Technology cease or are unable to provide such services, the Company and the Subsidiaries have all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (G) there are no material defects relating to the Information Technology; (H) each of the Company and the Subsidiaries has in place necessary procedures to prevent unauthorized access and the introduction of viruses to the Information Technology and to enable the taking and storing of back-up copies of the software and data; and (I) each of the Company and the Subsidiaries has in place adequate back-up policies and disaster recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without material disruption to the business of the relevant Group Company.

- 10.4 There are no material bugs or viruses, logic bombs, or other contaminants (including without limitation, “worm” or “Trojan horses”) in or failures or breakdowns of any material computer hardware or software or any other material Information Technology equipment used in connection with the business of the Company or any of the Subsidiaries which is necessary for the business of the Company or the relevant Subsidiaries.
- 10.5 The Group has implemented and maintained reasonably 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, except as would not, individually or in aggregate, result in a Material Adverse Effect.

11 **Compliance with Employment and Labor Laws**

- 11.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) 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; (B) 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

provided for in a manner consistent with the applicable Laws 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; (C) 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; (D) 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; (E) there is no proposal to terminate the employment or consultancy of any director, senior management, or key employee of the Company or any Subsidiary or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (F) 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 or key employees ; (G) 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, except for liabilities that would not be expected to, individually or in the aggregate, result in a Material Adverse Effect; (H) 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; (I) and neither the Company nor any Subsidiary has any material financial obligation to any Authority or any social security fund or other fund maintained by any Authority in connection with the Global Offering.

- 11.2 All contracts of service, contracts for services and consultancy agreements in relation to the employment of the directors, consultants and employees of the Company and/or the Subsidiaries are on usual and normal terms which do not and will not in any way whatsoever impose any unusual or onerous obligation on the Company or the relevant Subsidiaries and the subsisting contracts of service, contracts for services and consultancy agreements to which the Company and/or the Subsidiaries is a party are legal, valid, binding and enforceable and are determinable at any time on reasonable notice without compensation (except for statutory compensation or as provided in the articles of association of the Company) and there are no claims pending or, to the best of the Company's knowledge, threatened or capable of arising against the Company or the Subsidiaries, brought by any director, senior manager, consultant, employee or third party, in respect of any accident or injury not fully covered by insurance; each of the Company and/or the Subsidiaries has, in relation to its respective directors, employees or consultants (and so far as relevant, to each of its respective former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of services, employment or consultancy.
- 11.3 Save as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Directors has a service contract with any of the Company or its Subsidiaries which is required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.
- 11.4 No material labor dispute, work stoppage, slow down or other conflict with the employees of the Company or any Subsidiary exists, is imminent or, to the best of the

Company's knowledge, threatened; and the Company is not aware of any existing, threatened or imminent material labor disturbance by the employees of any of its or any Subsidiary's principal suppliers, contractors or customers; and there has been no violation of any applicable labor and employment Laws in any material respect by any of the Company or its Subsidiaries, or to the best of the Company's knowledge after due and careful inquiry, by any of the principal suppliers or contractors of any of the Company or its Subsidiaries, which would materially and adversely impact their business collaborations with the Group.

12 **Compliance with Environmental Laws**

- 12.1 The Company and the Subsidiaries and their respective properties, assets, facilities and operations comply with, and each of the Company and the Subsidiaries holds, and are in compliance with, all Governmental Authorizations required under, Environmental Laws (as defined below) in all material respects; there are no past, present or to the best of the Company's knowledge, 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; none of the Company and the Subsidiaries (A) is the subject of any investigation; (B) has received any notice or claim; (C) is a party to or affected by any pending or, to the best of the Company's knowledge, threatened action, suit or proceeding; (D) is bound by any judgment, decree or order, or (E) has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or, to the best of the Company's knowledge, threatened release or clean-up at any location of any Hazardous Materials (as defined below), except in each case above as would not, individually or in the aggregate, result in a Material Adverse Effect; in the ordinary course of its business, the Company and its Subsidiary conduct periodic reviews of the effect of Environmental Laws on their respective businesses, operations, properties and assets, in the course of which they identify and evaluate associated costs and liabilities (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any Governmental Authorizations required under Environmental Laws, any related constraints on operating activities and any potential liabilities to third parties); on the basis of such reviews, the Company has concluded that such associated costs and liabilities, individually or in the aggregate, would not, or could not reasonably be expected to, result in a Material Adverse Effect; as used herein, "**Environmental Law**" means any Law relating to health, safety, the environment (including, without limitation, the protection, clean-up and restoration thereof and timely and proper completion of all relevant environmental protection acceptance procedures and receipt and renewal of all relevant pollutants emission permits), natural resources or Hazardous Materials (as defined below), including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials, and "**Hazardous Materials**" means any material (including pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

13 **Cybersecurity and Data Protection**

- 13.1 (A) Each of the Company and the Subsidiaries has complied with all applicable Laws concerning cybersecurity, data protection, the privacy and security of Information Technology and Personal Data and confidentiality and archive administration ("**Data Protection Laws**") in all material respects; (B) neither the Company nor any of the Subsidiaries is, or is expected to be classified as, a "critical information infrastructure operator" under the Cybersecurity Law of the PRC; (C) neither the Company nor any of the Subsidiaries is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any

cybersecurity review by the Cyberspace Administration of China (“CAC”), the CSRC, or any other relevant Authority; (D) neither the Company nor any of the Subsidiaries has received any notice (including, without limitation, any enforcement notice, de-registration notice, cybersecurity review or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any 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 the applicable 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, to the best of the Company’s knowledge, 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, to the best of the Company’s knowledge, 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, in (E), (G), (H) and (I) above, except for matters which would not, individually or in the aggregate, result in a Material Adverse Effect.

14 Insurance

- 14.1 Each of the Company and the Subsidiaries is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the markets and businesses in which they are engaged; all policies of insurance and fidelity or surety bonds insuring the Company or any Subsidiary, or their respective businesses, assets and employees are in full force and effect; none of the insurance policies or instruments in respect of the assets of the Company and/or the Subsidiaries is subject to any special or unusual terms or restrictions or to the payment of any premium in excess of normal life; the Company and the Subsidiaries are in compliance with the terms of such policies and instruments in all material respects; there are no material claims by the Company or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; none of the Company and the Subsidiaries has been refused any material insurance coverage sought or applied for; and none of the Company and the Subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business as currently conducted or as proposed to be conducted at a cost that would not have a Material Adverse Effect.

- 14.2 The description of the insurance coverage of the Company and the Subsidiaries contained in the Hong Kong Public Offering Documents and the Preliminary Offering Circular is true and accurate in all material respects and not misleading.

15 Internal Controls

- 15.1 Each of the Company and the Subsidiaries has established and maintains procedures which provide a reasonable basis for the directors to make proper assessments as to the financial position and prospects of the Company and the Subsidiaries, and each of the Company and the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations; (B) transactions are recorded as necessary to permit preparation of returns and reports to regulatory bodies as and when required by them and financial statements (and the notes thereto) in conformity with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements, and maintain accountability for assets; (C) access to assets is permitted only in accordance with management's general or specific authorization; (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate actions are taken with respect to any differences; (E) each of the Company and the Subsidiaries has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of assets of such entity and provide a sufficient basis for the preparation of the Company's consolidated financial statements and notes thereto in accordance with IFRS, other relevant generally accepted accounting principles or applicable accounting requirements; and (F) such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; and the Company's current management information and accounting control system has been in operation for at least three years during which none of the Company and the Subsidiaries has experienced any material difficulties with regard to (A) through (F) above.
- 15.2 The Company's internal control over financial reporting is effective, and there are no material weaknesses or deficiencies in the Company's and the Subsidiaries' internal control over accounting and financial reporting and no changes in the Company's and the Subsidiaries' internal control over accounting and financial reporting or other factors that have materially and adversely affected, or could reasonably be expected to materially and adversely affect, the Company's and the Subsidiaries' internal control over accounting and financial reporting.
- 15.3 The Company has established and maintains corporate governance practices in accordance with the Code Provisions in the Corporate Governance Code as set forth in Appendix C1 to the Listing Rules; each of the Company and the Subsidiaries has established and maintains and evaluates disclosure and corporate governance controls and procedures to ensure that (A) material information relating to the Company or any of the Subsidiaries is made known in a timely manner to the Board and management by others within those entities; and (B) the Company and the Board and management comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the SFO, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Companies Ordinance and any other applicable Laws, including the requirements of the Listing Rules on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons.

- 15.4 None of the deficiencies and issues, if any, identified in the internal control report prepared by the Internal Control Consultant would or could reasonably be expected to, individually or in the aggregate, materially and adversely limit, restrict or otherwise affect the ability of the Company or any other members of the Group to comply with any applicable Laws. Any issues or deficiencies identified and as disclosed in such internal control report have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 15.5 The statutory books, books of account and other records of the Company and the Subsidiaries are up-to-date and contain complete and accurate records required by Laws to be dealt with in such books, and no notice or allegation that any is incorrect or should be rectified has been received, with such exceptions as would not, individually or in the aggregate, result in a Material Adverse Change; all accounts, documents and returns required by Laws to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other Authority have been duly and correctly delivered or made.
- 16 **Compliance with Bribery, Anti-Money Laundering, Sanctions and Export Control Laws/U.S. Outbound Investment Security Program**
- 16.1 (A) None of the Company, the Subsidiaries, their respective directors, officers, or to the best of the Company's knowledge, their respective agents, employees and affiliates, (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, organised or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the non-government controlled areas of the Zaporizhzhia and Kherson regions of Ukraine, the Crimea region of Ukraine, Cuba, Iran, and North Korea), or (y) undertakes any transactions or dealings 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 in violation of any Sanctions Laws and Regulations, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (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 and the Preliminary Offering Circular in the section headed "Future Plans and Use of Proceeds," and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any Subsidiary or their respective joint venture partners or 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, or any country or territory that is targeted by or subject to any Sanctions Laws and Regulations, or in any other manner that will result in a violation (including by any person or entity participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (D) each of the Company and the Subsidiaries is not in violation of all

export control laws and regulations in the U.S. and other countries, including the U.S. Export Administration Regulations (the “EAR”); (E) [reserved]; (F) the Company and the Subsidiaries covenant not to knowingly 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) Since April 24, 2019, the Group Relevant Persons have not knowingly engaged in, are not now knowingly engaged in, and will not knowingly 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 a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations in violation of the applicable 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, the Cayman Islands Monetary Authority, or other relevant sanctions authorities or export control authority of any Authority. The issue and sale of the Offer Shares, and the execution, delivery and performance of this Agreement will not result in any violation of the Sanctions Laws and Regulations.

- 16.2 The Company is not a “covered foreign person” as that term is defined in 31 C.F.R. § 850.209. The consummation of the transactions contemplated by this Agreement will not result in (a) any person becoming a covered foreign person or (b) a “person of a country of concern” (as defined in 31 C.F.R. § 850.221) engaging in a “covered activity,” as that term is defined in 31 C.F.R. § 850.208 (“Covered Activity”). Neither the Company nor any of its subsidiaries engage, or have plans to engage, in a Covered Activity and the Company does not, directly or indirectly, hold a board seat on, have a voting or equity interest in, or have any contractual power to direct or cause the direction of the management or policies of any person or persons that engages or plans to engage in any Covered Activity.
- 16.3 None of the Group Relevant Persons is aware of or has, directly or indirectly, made or authorised (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a “**Government Official**”) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the Cayman Islands, 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 Company or any Subsidiary; to the knowledge of the Company, 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 Company 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 Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 16.4 None of the Group Relevant Persons is aware of or has, directly or indirectly, received or authorised the receipt of the payment of any money or the gift of anything of value from any supplier of raw materials, equipment or services, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Company or the Subsidiaries to procure or increase the procurement of raw materials, equipment or services; or (B) prohibited under any applicable Law of the Cayman Islands, the United States, Hong Kong, the PRC, Thailand or any other jurisdiction; and the Company and the Subsidiaries maintain and have implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 16.5 The operations and conducts (as applicable) of the Company 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 Cayman Islands, Hong Kong, the PRC, and the United States, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental or regulatory agency (collectively, the “**Anti-Money Laundering Laws**”), and the Company and the Subsidiaries have instituted and maintain 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 the Company or the Subsidiaries or their respective businesses with respect to Anti-Money Laundering Laws is pending or, to the best of the Company’s knowledge, threatened.
- 17 **Experts**
- 17.1 Each of the experts named in the section headed “Appendix IV—Statutory and General Information—Other Information—Qualifications of Experts” of the Hong Kong Public Offering Documents and the Preliminary Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free from any conflict of interest and has granted its

consent to including its report, opinions, letters or certificates (as the case may be) in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and has not withdrawn its consent.

- 17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, and any other consultants and any counsel for the Company in connection with the Global Offering, 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 material 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 material information was withheld from the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, any counsel for the Company or the Joint Sponsors, any other consultants or professional advisers, the Sponsor-OCs, 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 and the Preliminary Offering Circular) in connection with the Global Offering and the listing of the Shares on the Stock Exchange, and all material information given to each of the foregoing persons for such purposes was given in good faith and there is no other material information or documents which have not been provided the result of which would make the information or documents so received misleading.
- 17.3 (A) the assumptions made by the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and any other consultants and any counsel for the Company in their respective reports, opinions, letters or certificates (the “**Relevant Reports**”) are considered by the Company to be reasonable and appropriate; (B) the market positioning of the Company contained in the Industry Consultant Report are considered by the Company to be accurately represented, reasonable and not misleading; (C) no facts have come to the attention of the Company or any of its directors or officers that have caused them to believe that the Relevant Reports, as of their respective dates and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact or assumption necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the report prepared by the Industry Consultant was prepared at the Company’s request based on a contractual arrangement which the Company negotiated on an arms’ length basis.
- 18 **Provision of Information**
- 18.1 The Company, its agents and representatives (other than the Hong Kong Underwriters in their capacity as such) (A) have not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators prepared, made, used, authorized, approved or referred to any Supplemental Offering Material; and (B) will not, without the prior written consent of the Overall Coordinators and the Joint Global Coordinators, prepare, make, use, authorize, approve or refer to any Supplemental Offering Material.
- 18.2 None of the Company, the Subsidiaries, or any of their respective directors, officers, and to the best of the Company’s knowledge, employees, affiliates, advisors or agents (other than the Underwriters, their respective affiliates or any person acting on their behalf, as to whom the Company makes no representation) 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.

19 **Material Contracts and Connected Transactions**

- 19.1 (A) All material contracts to which the Company or any Subsidiary is a party that are required to be disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular or filed therewith as material contracts or with the Registrar of Companies in Hong Kong (collectively, the “**Material Contracts**”) have been so disclosed or filed, in their entirety, without omission or redaction; none of the Material Contracts will, without the written consent of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, be entered into or terminated, nor will the terms of any Material Contracts be changed, prior to or on the Listing Date unless a certificate of exemption has been granted by the SFC; and none of the Company, the Subsidiaries nor any other party to a Material Contract has sent or received any communication regarding termination of, or intention not to renew, such Material Contract, and no such termination or non-renewal has been threatened by the Company, any Subsidiary or, to the Company’s best knowledge, any other party to such Material Contract; (B) neither the Company nor any Subsidiary has been informed by any counterparties to its Material Contracts that the Company or such Subsidiary is in breach of any terms thereof; (C) each of the contracts listed as being material contracts in the section of the Prospectus, the Preliminary Offering Circular headed “Appendix IV—Statutory and General Information—Further Information about our Business—Summary of Material Contracts” has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 19.2 None of the Company or any of the Subsidiaries has any material capital commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not wholly on an arm’s length basis in the ordinary and usual course of business (for these purposes, a long term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms more than six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any of the Subsidiaries (as applicable) on six months’ notice or less).
- 19.3 The Company does not have any reason to believe that any material supplier or customer of the Company or any of the Subsidiaries is considering ceasing to deal with the Company and/or any of the Subsidiaries (as applicable) or reducing the extent or value of its dealings with the Company or the relevant Subsidiaries.
- 19.4 None of the Company or any of the Subsidiaries is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, except where such agreement or arrangement would not, individually or in the aggregate, result in a Material Adverse Effect.
- 19.5 None of the Company and the Subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.6 None of the Company, the Subsidiaries or, to the best of the Company’s knowledge, 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 pursuant to such Laws (whether or not the same has in fact been made), except where such practice would not, or could not reasonably be expected to, have a Material Adverse Effect.

- 19.7 Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 or suppliers.
- 19.8 In respect of the connected transactions (as defined in the Listing Rules and in accordance with the guidance from the Stock Exchange) of the Group (the “**Connected Transactions**”) disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, (A) the statements set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular relating to such transactions are complete, true and accurate in all material respects, and there are no other material facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by Chapter 14A of the Listing Rules to be disclosed in the Prospectus but have not been disclosed as such; (B) the Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors, including, without limitation, the independent non-executive Directors, in coming to their view have made due and proper inquiries and investigations of such Connected Transactions; (C) the Company has complied with and will continue to comply with the terms of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular so long as the agreement or arrangement relating thereto is in effect; (D) each of such Connected Transactions and related agreements and undertakings as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been duly authorized, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; and (E) each of such Connected Transactions disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular has been and will be carried out by the Group in compliance with all applicable Laws.
- 19.9 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no indebtedness (actual or contingent) and no contract or arrangement (other than employment contracts or service agreements with current directors or officers of the Company or any of the Subsidiaries) is outstanding between the Company or any of the Subsidiaries, on the one hand, and any substantial shareholder or any current or former director, or officer of the Company or the Subsidiaries or any associate (as the term is defined in the Listing Rules) of the foregoing person, on the other hand.
- 19.10 None of the Controlling Shareholders or the directors of the Company, either alone or in conjunction with or on behalf of any other person, (A) is interested in any business that is similar to or competes or is likely to compete, directly or indirectly, with the business of the Company or any Subsidiary; (B) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the date of the Prospectus been acquired or disposed of by or leased to the Company or any Subsidiary;

or (C) is or will be interested in any agreement or arrangement with the Company or any Subsidiary which is subsisting and which is material in relation to the business of the Company or such Subsidiary.

- 19.11 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and power of attorney, Director's certificate, personal details form for directors and confirmation letter, in each case to the extent applicable, issued by her/him to the Company and the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators and/or the Joint Global Coordinators, and such authority and confirmations remain in full force and effect.

20 **Historical Changes**

- 20.1 The descriptions of the events, transactions and documents (the "**Historical Changes Documents**") relating to the transfers and changes in the share capital of the Company (the "**Historical Changes**") and the corporate structure charts as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed, respectively, "History, Development and Corporate Structure" and "Appendix IV—Statutory and General Information" are complete, true and accurate in all material respects and not misleading.

- 20.2 Each of the Historical Changes Documents has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.

- 20.3 The events and transactions relating to the Historical Changes and the execution, delivery and performance of the Historical Changes Documents do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) the memorandum and articles of association or other constituent or constitutive documents or the business license (as applicable) of the Company or any of the Subsidiaries (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 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, except for in each of (B), (C) and (D), as would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect.

- 20.4 Neither the events and transactions relating to the Historical Changes nor the execution, delivery and performance of any of the Historical Changes Documents (A) resulted in the creation or imposition of any 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 and the Preliminary Offering Circular.

- 20.5 All Governmental Authorizations required 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 and the Preliminary Offering Circular; each of the Governmental Authorizations granted by the relevant Authority to the Company or any of the Subsidiaries prior to the Reorganization and necessary for the operation of the Company and the Subsidiaries has been validly and legally transferred, renewed, maintained or assumed following the Reorganization; and neither the Company nor any of the Subsidiaries is in material violation of, or in material default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.

- 20.6 Transactions contemplated by the Historical Changes have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Historical Changes Documents in all material respects; other than the Historical Changes Documents, there are no other material documents or agreements, written or oral, relating to the Company or any of the Subsidiaries in connection with the events and transactions relating to the Historical Changes which have not been previously provided, or made available, to the Joint Sponsors, the Sponsor-OCs, 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 and the Preliminary Offering Circular.
- 20.7 There are no actions, suits, proceedings, investigations or inquiries pending, to the best of the Company's 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 and the Preliminary Offering Circular headed "History, Development and Corporate Structure" and "Appendix IV—Statutory and General Information."

21 **Pre-IPO Investments**

- 21.1 The descriptions of the events, transactions and documents relating to the pre-IPO investments as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular headed "History, Development and Corporate Structure" (the "**Pre-IPO Investments**") are complete, true and accurate in all material respects and not misleading.
- 21.2 (A) All Governmental Authorizations required in connection with the Pre-IPO Investments have been 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 and the Preliminary Offering Circular; and (C) neither the Company nor any of the Subsidiaries is in material violation of, or in material default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Governmental Authorizations.
- 21.3 The Pre-IPO Investments are in compliance with Chapter 4.2 of the Guide.

22 **Cornerstone Investment**

- 22.1 Pursuant to the Chapter 4.15 of the Guide, no preferential treatment has been, nor will be, given to any placee or its close associates by virtue of its relationship with the Company in any allocation in the placing tranche.
- 22.2 (A) The subscription by any subscriber or purchaser of Offer Shares (if any) as a cornerstone investor will not result in such cornerstone investor, and to the Company's 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 Company's 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.
- 23 **Taxation**
- 23.1 All material returns, reports or filings (including elections, declarations, forms, disclosures, schedules, estimates and information returns) which are required to have been filed by or in respect of the Company or the Subsidiaries for Taxation purposes have been filed; and all such returns, reports and filings are complete, true and accurate in all material respects and are not the subject of any 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 provisions 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 and the Preliminary Offering Circular included appropriate and adequate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any Subsidiary was then or might reasonably be expected thereafter to become or have become liable; none of the Company and the Subsidiaries has received written notice of any audit or Tax deficiency that has been asserted against the Company or any Subsidiary that would be reasonably anticipated to give rise to a liability in excess of any reserves established on the books and records of the Company and the Subsidiaries in accordance with IFRS with respect thereto, as reflected on the audited consolidated financial statements (and any notes thereto); there are no liens for Taxes on the assets of the Company or the Subsidiaries other than liens for Taxes (A) currently payable without penalty or interest; or (B) being contested in good faith by appropriate proceedings and for which, in the case of both clauses (A) and (B), adequate provisions 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 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, no stamp or other issuance or transfer Taxes or duties and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company, any Subsidiary or any Underwriters to the Cayman Islands, Hong Kong, the PRC or any political subdivision or any taxing or other Authority thereof or therein in connection with (A) the creation, allotment and issuance of the Offer Shares; (B) the

sale and delivery by the Company of the Offer Shares to or for the respective accounts of the International Underwriters and the Hong Kong Underwriters, as the case may be, in the manner contemplated in this Agreement and in the International Underwriting Agreement, (C) the execution and delivery of this Agreement and the International Underwriting Agreement, (D) the offer, sale and delivery within and outside Hong Kong by the International Underwriters or within Hong Kong by the Hong Kong Underwriters of the Offer Shares to the initial places thereof in the manner contemplated in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited, provided that, in respect of the Cayman Islands, Cayman Islands stamp duty may be payable if the original instrument is executed in, brought to, or produced before a court of the Cayman Islands.

- 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, to the best of the Company's knowledge, no Taxation Authority or other 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 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, 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 Cayman Islands, Hong Kong, the PRC, the United States or any taxing or other Authority thereof or therein, and may be so paid and transferred out of Hong Kong without the necessity of obtaining any Governmental Authorization in any of such jurisdictions, save that Cayman Islands stamp duty may be payable if the relevant instrument is executed in, brought to, or produced before a court of the Cayman Islands.
- 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; and except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, such dividends and other distributions are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by any taxing or other Authority, and may be so paid without the necessity of obtaining any Governmental Authorization in any jurisdiction.

25 Litigation and Other Proceedings

- 25.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular and except as would not or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect, there are (A) no legal, arbitral or governmental actions, proceedings, investigations or

inquiries pending, to the best of the Company's knowledge, or threatened or contemplated by or before any Authority, to which the Company or any of the Subsidiaries, or any of their respective directors, 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, or officers, is or may be subject; (B) no Laws that have been enacted, adopted or issued or, to the best of the Company's knowledge, proposed by any Authority; and (C) no judgments, decrees or orders of any Authority, which would or could reasonably be expected to adversely affect the power or ability of the Company to perform its obligations under this Hong Kong Underwriting Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise adversely affect the Global Offering, or which are required to be described in the Hong Kong Public Offering Documents and the Preliminary Offering Circular and are not so described; none of the 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, to the best of the Company's knowledge, there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.

- 25.2 Except as would not, individually or in aggregate, result in a Material Adverse Effect, none of the Company and the Subsidiaries has taken any action nor have any steps been taken or legal, legislative or administrative proceedings been started, to the best of the Company's knowledge, 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 Save for the appointment of the Stabilizing Manager in accordance with the terms of this Agreement and the International Underwriting Agreement, none of the Company or the Subsidiaries, or their affiliates, or any of their respective directors, officers, or to the best of the Company's knowledge, agents or employees, or any person acting on behalf of any of them (other than the Underwriters, or any of their respective affiliates or any person acting on its or their behalf, as to whom the Company makes no representation, warranty or undertaking), 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 book-building and placing activities.
- 26.2 Except for the stock borrowing arrangement as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular, none of the Company or the Subsidiaries, or any of their respective directors, to the best of the Company's knowledge, officers, agents or employees, or their affiliates, or any person acting on behalf of any of them (A) has taken or facilitated or will take or facilitate, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or any Subsidiary or otherwise; (B) has taken or will take, directly or indirectly, any action which would constitute a violation of the Securities and Futures

(Price Stabilizing) Rules under the Securities and Futures Ordinance, the market misconduct provisions of Parts XIII and XIV of the SFO, or the rules, regulations and requirements of the CSRC, or would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the SFO; (C) has taken or will take or has omitted to take or will omit to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the SFO or otherwise; (D) either alone or with one or more other persons, bid for or purchased, for any account in which it or any of its affiliates had a beneficial interest, any Offer Shares or attempted to induce any person to purchase any Offer Shares, provided that the granting of the Over-allotment Option or other stabilization action taken by the Stabilizing Manager or any person acting for it as stabilizing manager in accordance with Clause 6 of this Agreement, the Listing Rules, the SFO or any other applicable Laws in Hong Kong shall not constitute a breach of this subsection.

- 26.3 None of the Company or any of the Subsidiaries, nor any of their respective directors, officers, or to the best of the Company's knowledge, 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 and the Preliminary Offering Circular. None of the Company or any of the Subsidiaries nor any of their respective directors, officers, agents or employees is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Circular.

27 **Immunity**

- 27.1 Under the Laws of PRC, Hong Kong, the Cayman Islands, and the United States, none of the Company, 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 Company in Clause 16 hereof not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the International Underwriting Agreement or the transactions contemplated hereby and thereby is legal, valid and binding under the Laws of Hong Kong, the PRC, the Cayman Islands, and the United States.

28 **Choice of Law and Dispute Resolution**

- 28.1 The choice of law provisions set forth in this Agreement will be recognized by the courts of Hong Kong, the PRC and the Cayman Islands; the Company can sue and be sued in its own name under the Laws of Hong Kong, the PRC and the Cayman Islands; the agreement by the Company to resolve any dispute by arbitration at the Hong Kong International Arbitration Centre, the agreement to treat any decision and award of the Hong Kong International Arbitration Centre as final and binding on the parties to this Hong Kong Underwriting Agreement, the irrevocable submission by the Company to the jurisdiction of the arbitral tribunal appointed or constituted for any arbitration commenced under Clause 16 of this Hong Kong Underwriting Agreement and of any court of competent jurisdiction in which proceedings may be brought pursuant to Clause 16 of this Hong Kong Underwriting Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding in any such court, the waiver and

agreement not to plead an inconvenient forum, the waiver of sovereign and other immunity and the agreement that this Hong Kong Underwriting Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong, the PRC and the Cayman Islands and will be respected by the courts of Hong Kong, the PRC and the Cayman Islands; service of process effected in the manner set forth in this Hong Kong Underwriting Agreement will be effective, insofar as the Laws of Hong Kong, the PRC and the Cayman Islands are concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the Hong Kong International Arbitration Centre arising out of or in relation to the obligations of the Company under this Hong Kong Underwriting Agreement will be recognized and enforced in the courts of Hong Kong, the PRC and the Cayman Islands, subject to the conditions described under the section headed “Enforceability of Civil Liabilities” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular; and, in the Cayman Islands, subject to limitations under Cayman Islands law, including requirements of public policy, the usual grounds for refusal under the New York Convention and that a foreign award will not be recognized or enforced to the extent that it is inconsistent with the law of the Cayman Islands or otherwise contrary to Cayman public policy.

- 29 It is not necessary under the Laws of Hong Kong, the PRC, the Cayman Islands and the United States that any of the International Underwriters or the Hong Kong Underwriters (other than those incorporated or organized under the Laws of Hong Kong, the PRC, the Cayman Islands and the United States as the case may be) should be licensed, qualified or entitled to carry out business under the Laws of Hong Kong, the PRC, the Cayman Islands and the United States (A) to enable them to enforce their respective rights under this Agreement, the International Underwriting Agreement or any other document to be furnished hereunder or thereunder; or (B) solely by reason of the execution, delivery or performance of this Agreement and the International Underwriting Agreement.

30 **Professional Investor**

The Company has read and understood the Professional Investor Treatment Notice set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMIIs and the Underwriters.

31 **No Other Arrangements Relating to Sale of Offer Shares**

- 31.1 There are no contracts, agreements or understandings between the Company or any Subsidiary and any person or entity (other than the Hong Kong Underwriters pursuant to this Hong Kong Underwriting Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any Subsidiary or any Underwriter for brokerage commissions, finder’s fees or other payments in connection with the offer and sale of the Offer Shares.
- 31.2 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 in relation to the appointment of other capital market intermediaries or fee arrangement arising thereof, other than the arrangements already disclosed to the Joint Sponsors, the Joint Global Coordinators and the Overall Coordinators.

32 **United States Securities Laws and Related Matters**

- 32.1 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 and the Preliminary Offering Circular.
- 32.2 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 (i) any “general solicitation or general advertising” within the meaning of Rule 502(c) under the Securities Act or any other conduct involving a public offering within the meaning of Section 4(a)(2) of the Securities Act or (ii) 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.
- 32.3 None of the Company and its affiliates nor any person acting on behalf of any of them has sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the sale of the International Offer Shares or the Hong Kong Offer Shares in a manner that would require the registration under the Securities Act of the International Offer Shares or the Hong Kong Offer Shares; the Company will not, and will not permit any of its affiliates or any person acting on its behalf, to sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in the Securities Act) which could be integrated with the sale of the International Offer Shares or the Hong Kong Offer Shares in a manner which would require the registration under the Securities Act of the International Offer Shares or Hong Kong Offer Shares.
- 32.4 Within the preceding six months, neither the Company or any of the Subsidiaries, nor any of their affiliates, nor any person acting on its or their behalf has offered, sold, issued or distributed to any person any Shares or any securities of the same or a similar class as the Shares other than the Offer Shares offered or sold pursuant to the Global Offering hereunder; the Company will take all necessary precautions to ensure that any offer or sale, direct or indirect, in the United States or otherwise of any Shares or any substantially similar security issued by the Company, within six months subsequent to the date on which the distribution of the Offer Shares has been completed (as notified to the Company by the Overall Coordinators), is made under restrictions and other circumstances so as not to affect the status of the offer or sale of the Offer Shares in the United States or otherwise contemplated by this Agreement as transactions exempt from the registration provisions of the Securities Act.
- 32.5 The International Offer Shares are eligible for resale under Rule 144A under the Securities Act and when the International Offer Shares are issued and delivered pursuant to the International Underwriting Agreement, the International Offer Shares will not be of the same class (within the meaning of Rule 144A under the Securities Act) as securities which are listed on a national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system.
- 32.6 At any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder or not in compliance with the information furnishing requirements of Rule 12g3-2(b) thereunder, the Company will, for the benefit of holders from time to time of Shares, furnish at its expense, upon request, to holders of Shares and prospective purchasers of securities

information satisfying the requirements of subsection (d)(4)(i) of Rule 144A under the Securities Act.

- 32.7 Prior to the expiration of one year after the Listing Date, the Company will not, and will not permit any of its affiliates to, resell any of the Shares which constitute “restricted securities” under Rule 144 under the Securities Act that have been reacquired by any of them.
- 32.8 The Company is a “foreign issuer” within the meaning of Regulation S under the Securities Act.
- 32.9 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.
- 32.10 The Company is not a “passive foreign investment company” (“PFIC”) within the meaning of Section 1297(a) of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder for its most recent taxable year, and the Company does not expect to become a PFIC for the current taxable year.
- 32.11 The Company is not and, after giving effect to the offering and sale of the Offer Shares and the application of the proceeds thereof as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular, will not be required to be registered as an “investment company” within the meaning of the U.S. Investment Company Act of 1940, as amended.

33 Directors, Officers and Shareholders

- 33.1 Any certificate signed by any director or officer of the Company (to the extent applicable) and delivered to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators 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 Underwriter.
- 33.2 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 and the Joint Sponsors, as applicable, and such authority and confirmations remain in full force and effect.
- 33.3 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, or pursuant to any waiver from strict compliance with the Listing Rules granted by the SEHK.
- 33.4 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 and the Preliminary Offering Circular.
- 33.5 The Directors have been duly and validly appointed and are the only directors of the Company.
- 33.6 Each of the independent non-executive Directors is in compliance with the requirements on independence as imposed by the Listing Rules.

- 33.7 Save as disclosed in the Prospectus and the Preliminary Offering Circular, 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 and the Preliminary Offering Circular.

SCHEDULE 3

CONDITIONS PRECEDENT DOCUMENTS

Part A

Legal Documents

1. Two certified true copies of the written resolutions or meeting minutes of the shareholders of the Company, dated September 7, 2026, in relation to the Global Offering referred to in Appendix IV to the Prospectus.
2. Two certified true copies of the resolutions of the Board, or a duly authorized committee of the Board:
 - (a) approving and authorizing this Agreement, the International Underwriting Agreement and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - (b) approving the Global Offering and (subject to exercise of the Over-allotment Option) any issue of the Offer Shares pursuant thereto;
 - (c) approving and authorizing the issue of the 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 (subject to any necessary amendments).
3. Two certified true copies of the Registrar's Agreement duly signed by the parties thereto.
4. Two signed original or certified true copies of the Receiving Banks Agreement duly signed by the parties thereto.
5. Two certified true copies of each of the certificate of incorporation, the certificate of registration by way of continuation and the certificate of incorporation of change of name of the Company.
6. Two certified true copies of the Articles of Association which shall continue to be effective upon the Listing Date.
7. Two certified true copies of (i) the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance; and (ii) the current business registration certificate of the Company issued pursuant to the Business Registration Ordinance (Chapter 310 of the Laws of Hong Kong).
8. Two certified true copies of the service agreements or letters of appointment of each of the Directors.

9. Two certified true copies of each of the responsibility letters and statements of interests signed by each of the Directors.
10. Two certified true copies of each of the material contracts referred to in the section of the Prospectus headed “Appendix IV – Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts” (other than this Agreement) duly signed by the parties thereto.
11. Two signed original or certified true copies of the undertaking from each of the Controlling Shareholders to the Stock Exchange pursuant to Rule 10.07 of the Listing Rules.
12. Two signed original or certified true copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.

Documents relating to the Hong Kong Public Offering

13. Two printed copies of each of the Prospectus duly signed by two Directors or their respective duly authorized attorneys and, if signed by their respective duly authorized attorneys, certified true copies of the relevant powers of attorney.
14. Two signed originals of the signature pages to the Verification Notes, each duly signed by or on behalf of the Company and each of the Directors (or their respective duly authorized attorneys).
15. Two signed originals of the accountants’ report dated the Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Prospectus.
16. Two signed originals of the letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Company, the text of which is contained in Appendix II to the Prospectus.
17. Two signed originals of the letter from the Reporting Accountant, dated the Prospectus Date and addressed to the Company, and copied to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall, *inter alia*, confirm the indebtedness statement contained in the Prospectus and comment on the statement contained in the Prospectus as to the sufficiency of the Group’s working capital.
18. Two signed originals of the Hong Kong comfort letter from the Reporting Accountants, dated the Prospectus Date and addressed to the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
19. Two signed originals of the legal opinion from the Company’s PRC Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
20. Two signed originals of the legal memorandum from the Company’s International Sanctions Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

21. Two signed originals of the legal memorandum from the Company's legal adviser as to the U.S. outbound investment rule, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
22. Two signed originals of the legal opinion from the Company's US Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
23. Two signed originals of the legal opinion from the Company's Thai Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
24. Two signed originals of the legal opinion from the Company's HK Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
25. Two signed originals of the letter from the Company's Cayman Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter summarizes certain aspects of the law of Cayman Islands referred to in Appendix III to the Prospectus.
26. Two signed originals of legal opinion from the Company's Cayman Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, relating to (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of Cayman Islands law pertaining to the Global Offering, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
27. Two signed originals of the legal opinion from the Underwriters' PRC Counsel, dated the Prospectus Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
28. Two signed originals of the transfer pricing report from Ernst & Young (China) Advisory Limited Beijing Branch, which report shall confirm certain matters relating to the Company's transfer pricing arrangement.
29. 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.
30. Two signed originals of the industry report from the Industry Consultant, dated the Prospectus Date.
31. Two signed original or certified true copies of the letter from each of the experts referred to in the section headed "E. Other Information – 6. Qualification of Experts" of Appendix IV to the Prospectus (except for the Joint Sponsors), 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.

32. 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.
33. Two copies of the written confirmation from the Stock Exchange authorizing the registration of the Prospectus.
34. Two copies of the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.
35. Two copies of the written notification issued by HKSCC stating that the Shares will be Eligible Securities (as defined in the Listing Rules).
36. Two certified true copies of the Compliance Adviser Agreement.
37. Two signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.
38. Two copies of the notification issued by the CSRC on the Company's completion of the PRC filing procedures for the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.

Part B

1. Two signed originals of the bringdown Hong Kong comfort letter from the Reporting Accountants, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Hong Kong Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letter shall cover, without limitation, the various financial disclosures contained in the Prospectus.
2. Two signed originals of the Regulation S and Rule 144A comfort letters from the Reporting Accountants, dated the date of the International Underwriting Agreement and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
3. Two signed originals of the Regulation S and 144A bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to, among others, the Joint Sponsors, the Overall Coordinators and the International Underwriters, in form satisfactory to the Joint Sponsors and the Overall Coordinators, which letters shall cover, without limitation, the various financial disclosures contained in each of the Disclosure Package and the Offering Circular.
4. Two signed originals of the bringdown legal opinion from the Company's International Sanctions Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
5. Two signed originals of the bringdown legal opinion from the Company's US Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
6. Two signed originals of the bringdown legal opinion from the Company's Thai Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
7. Two signed originals of the bringdown legal opinion from the Company's HK Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
8. Two signed originals of the closing legal opinion from the Company's PRC Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
9. Two signed originals of the closing legal opinion from the Underwriters' PRC Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, and in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
10. Two signed originals of the Hong Kong closing legal opinion from the Company's HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall

Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.

11. Two signed originals of the Hong Kong closing legal opinion from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
12. Two signed originals of the US legal opinion and 10b-5 letter from Cleary Gottlieb Steen & Hamilton LLP, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
13. Two signed originals of the US legal opinion and 10b-5 letter from the Underwriters' HK & US Counsel, dated the Listing Date and addressed to the Joint Sponsors, the Overall Coordinators and the International Underwriters, concerning matters in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
14. Two signed originals of the bringdown legal opinion from the Company's Cayman Counsel, dated the Listing Date and addressed to the Company, the Joint Sponsors, the Overall Coordinators and the Underwriters, relating to (i) the due incorporation and subsistence of the Company, and (ii) certain other matters of Cayman Islands law pertaining to the Global Offering, in form and substance satisfactory to the Joint Sponsors and the Overall Coordinators.
15. Two originals of the certificate signed by the Chief Executive Officer of the Company, dated the Listing Date, and in the form set forth in 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.
16. 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 the International Underwriting Agreement, to be delivered as required under the International Underwriting Agreement.
17. Two originals of the certificate signed by the Chief Executive Officer and the Chief Financial Officer of the Company (as determined in the International Underwriting Agreement), dated the Listing Date, and in the form set forth in 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.
18. 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 .
19. Two copies of the letter from the Stock Exchange approving the listing of the Shares.

SCHEDULE 4

SET-OFF ARRANGEMENTS

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the White Form eIPO Service at www.eipo.com.hk or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records for such applications will have to be faxed to the Overall Coordinators immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications.

SCHEDULE 5
FORMAL NOTICE

The Formal Notice is to be published on the official website of the Stock Exchange and the website of the Company on the following date:

Name of Publication	Dates of Advertisement
Stock Exchange website	September 14, 2026
Company website	September 14, 2026

SCHEDULE 6

PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are an Institutional Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the SFO and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under paragraphs 15.4 and 15.5 of the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterize you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - (v) disclose transaction related information as required under paragraph 8.3A of the Code;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.
3. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.

4. By entering into this Agreement, you hereby agree and acknowledge that you have read and understood and have been explained the consequences of consenting to being treated as a Professional Investor.
5. By entering into this Agreement, you agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

**PART B – IF YOU ARE A CORPORATE INVESTOR AND WE HAVE COMPLIED WITH
PARAGRAPHS 15.3A AND 15.3B OF THE CODE:**

1. You are a Corporate Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- (i) a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than \$40 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
- (ii) a corporation (other than a trust corporation referred to in paragraph (i)):
 - (A) having:
 - (I) a portfolio of not less than \$8 million; or
 - (II) total assets of not less than \$40 million,at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules;
 - (B) which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (I) a trust corporation specified in paragraph (i);
 - (II) an individual specified in Section 5(1) of the Professional Investor Rules;
 - (III) a corporation specified in this paragraph or paragraph (ii)(A);
 - (IV) a partnership specified in paragraph (iii);
 - (V) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of professional investor in section 1 of Part 1 of Schedule 1 to the SFO; or

- (C) which, at the relevant date, wholly owns a corporation referred to in paragraph (ii)(A);

and

- (iii) a partnership having:

- (A) a portfolio of not less than \$8 million; or
- (B) total assets of not less than \$40 million,

at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules.

Section 8 of the Professional Investor Rules requires that the total assets entrusted to a trust corporation, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following:

- (i) the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
- (ii) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), corporation or partnership.

- 2. The Overall Coordinators have categorized you as a Corporate Professional Investor based on information you have given to the Overall Coordinators. You will inform the Overall Coordinators promptly in the event any such information ceases to be true and accurate. You will be treated as a Corporate Professional Investor in relation to all investment products and markets. As a consequence of your categorization as a Corporate Professional Investor and the Overall Coordinators' assessment of you as satisfying the criteria set out in Paragraph 15.3A(b) of the Code, the Overall Coordinators are exempt from certain requirements under Paragraphs 15.4 and 15.5 of the Code.

- 3. By entering into this Agreement, you hereby consent to being treated as a Corporate Professional Investor, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:

3.1 Information about clients

- (iv) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
- (v) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
- (vi) assess your knowledge of derivatives and characterize you based on your

knowledge of derivatives;

3.2 Client agreement

- (ii) enter into a written agreement complying with the Code in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;

3.3 Information for client

- (vi) disclose related information to you in respect of the transactions contemplated under this Agreement;
- (vii) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
- (viii) promptly confirm the essential features of a transaction after effecting a transaction for you;
- (ix) provide you with documentation on the Nasdaq-Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
- (x) disclose transaction related information as required under paragraph 8.3A of the Code;

3.4 Discretionary accounts

- (iii) obtain from you an authority in written form prior to effecting transactions for you without your specific authority; and
- (iv) explain the authority described under paragraph 3.4(i) of Part B of this Schedule 6 and confirm it on an annual basis.

- 4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 5. By entering into this Agreement, you represent and warrant to us that you are knowledgeable and have sufficient expertise in the products and markets that you are dealing in and are aware of the risks in trading in the products and markets that you are dealing in.
- 6. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”). You will inform the Overall Coordinators promptly in the event any information you have given the Overall Coordinators ceases to be true and accurate.

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- (i) an individual having a portfolio of not less than \$8 million at the relevant date or as ascertained in accordance with Section 8 of the Professional Investor Rules, when any one or more of the following are taken into account:

- (A) a portfolio on the individual's own account;
- (B) a portfolio on a joint account with the individual's associate;
- (C) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate;
- (D) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

For the purposes of paragraph (i)(C), an individual's share of a portfolio on a joint account with one or more persons other than the individual's associate is:

- (A) the individual's share of the portfolio as specified in a written agreement among the account holders; or
- (B) in the absence of an agreement referred to in paragraph (A), an equal share of the portfolio.

Section 8 of the Professional Investor Rules requires the portfolio of an individual to be ascertained by referring to the following:

- (i) any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the individual.
- 2. By entering into this Agreement, you hereby consent to being treated as an Individual Professional Investor in respect of all investment products and markets, agree and acknowledge that you have read and understood and have been explained the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - (i) inform you about the business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you; and
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
- 3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
- 4. By entering into this Agreement, you hereby agree and acknowledge that the Overall Coordinators or Affiliates of the Overall Coordinators (and any person acting as the settlement agent for the Hong Kong Public Offering and/or the Global Offering) will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
- 5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation,

investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by WANG Hui)
for and on behalf of)
LIGENT TECHNOLOGIES, INC.)
(納真科技公司))



SIGNED by Kevin Qian)
for and on behalf of)
Citigroup Global Markets Asia Limited)



SIGNED by Stone Shi)
for and on behalf of)
CITIC Securities (Hong Kong) Limited)

A handwritten signature in black ink, consisting of stylized, overlapping strokes that form a cursive representation of the name 'Stone Shi'.

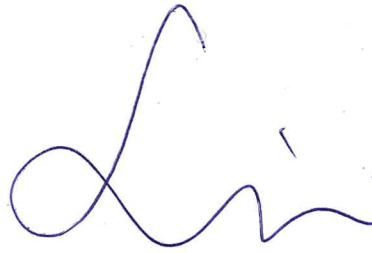
SIGNED by Stone Shi
for and on behalf of
CLSA Limited

)
)
)

A handwritten signature in black ink, appearing to be 'Stone Shi' with a stylized flourish at the end.

SIGNED by Li Li
for and on behalf of
CLSA Limited

)
)
)

A handwritten signature in blue ink, consisting of a large loop followed by a series of smaller, connected strokes.

SIGNED by Kevin Qian)
for and on behalf of)
Citigroup Global Markets Asia Limited)
as attorney for and on behalf of each of the)
Hong Kong Underwriters (as defined herein))



SIGNED by Stone Shi)
for and on behalf of)
CLSA Limited)
as attorney for and on behalf of each of the)
Hong Kong Underwriters (as defined herein))



SIGNED by Li Li)
for and on behalf of)
CLSA Limited)
as attorney for and on behalf of each of the)
Hong Kong Underwriters (as defined herein))

