

DATED THE 18TH DAY OF OCTOBER, 2024

- (1) CHINA MERCHANTS CHINA DIRECT INVESTMENTS LIMITED
招商局中國基金有限公司

AND

- (2) CHINA MERCHANTS CHINA INVESTMENT MANAGEMENT LIMITED
招商局中國投資管理有限公司

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT is made on the 18th day of October, 2024

BETWEEN:

- (1) CHINA MERCHANTS CHINA DIRECT INVESTMENTS LIMITED 招商局中國基金有限公司 whose registered office is at 1609 Three Pacific Place, 1 Queen's Road East, Hong Kong (the "**Company**"); and
- (2) CHINA MERCHANTS CHINA INVESTMENT MANAGEMENT LIMITED 招商局中國投資管理有限公司 whose registered office is also at 1604-1609 Three Pacific Place, 1 Queen's Road East, Hong Kong (the "**Manager**").

RECITALS:

- (A) The Company carries on business as an investment company and wishes to be provided with certain investment, management and administrative services in respect of the Company's direct investments in China.
- (B) The Manager is willing to provide the Company with such services on the terms and subject to the conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows:

1. Definitions, Interpretation, Construction

- (1) In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meaning:

"Assets of the Company" or "Assets"	all the assets of any description of the Company and its subsidiaries, including but not limited to interests held in jointly controlled entities and associated companies as shown in the accounts of the Company, wheresoever and howsoever located;
"associates"	has the meaning ascribed to it under the Listing Rules;
"Auditors"	the auditors of the Company from time to time;
"Authorized Investment"	the investment of the Assets for the time being of the Company authorized by the terms of this Agreement and by the investment guidelines, objectives, strategies and policies described in the

	Prospectus or any other investment properly authorized by and sanctioned by the Board;
“Board”	the board of directors of the Company from time to time;
“Business Day”	a day (other than a Saturday, Sunday and a public holiday) in the PRC;
“CMG”	China Merchants Group Limited, a company incorporated in the PRC with limited liability which (through its associates) owns 55% of the Manager and is also a substantial shareholder of the Company;
“HKD”	Hong Kong Dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Independent Shareholders”	the shareholders of the Company other than the associates of CMG and Victor Chu China Investment Limited and/or its associates;
“Interested Party”	has the meaning given to it in clause 16 of this Agreement;
“Investment Committee”	a committee authorized by the Board to approve any single transaction (investment or realization) of an investment amount of over US\$20 million and supervise the day-to-day management functions of the Manager, as constituted from time to time;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“Net Asset Value”	the net asset value of the Company calculated on the basis set out in the Prospectus;
“PRC”	the People’s Republic of China;
“Prospectus”	the prospectus dated 15 July 1993 issued by the Company in connection with the placing of Shares on the terms described therein;

“Quarter”	a three calendar month period ending on 31 March, 30 June, 30 September and 31 December in each calendar year;
“RMB”	Renminbi, the lawful currency of the PRC;
“Shareholders”	the registered holders of the Shares from time to time;
“Shares”	the ordinary shares in the capital of the Company;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“US\$” or “USD” or “US dollar(s)”	United States dollars and cents, the lawful currency of the United States of America; and
“%”	per cent.

- (2) Reference to “investment amount” in the definition of “Investment Committee” refers to the aggregate investment by the Company in one investee enterprise, whether by way of equity or debt in the form of shareholder loans. If the initial investment amount is less than or equal to US\$20 million, but subsequent shareholder loans or capital injections resulting from cost-overruns bring the aggregate investment amount to more than US\$20 million, such subsequent shareholder loans or further capital injections will require the approval of the Investment Committee.
- (3) Headings in this Agreement are for convenience only and shall not affect its constructions.
- (4) Words in this Agreement importing any gender include the other genders and the plural includes the singular and vice-versa.
- (5) Unless otherwise defined herein, a word which is given a meaning by the Companies Ordinance (Cap.622) or the Securities and Futures Ordinance (Cap.571) of the Laws of Hong Kong shall where the context so admits have the same meaning in this Agreement.
- (6) References to the Company shall where the context permits include any subsidiary for the time being of the Company.
- (7) References to clauses and sub-clauses are to the clauses and sub-clauses of this Agreement.

2. Appointment of Manager

Conditional upon the passing of a resolution by the Independent Shareholders at a

general meeting of the Company in accordance with the requirements of the Listing Rules to approve this Agreement and the transactions contemplated hereunder, the Company hereby appoints the Manager to administer, manage, invest and re-invest the Assets of the Company subject to the terms of this Agreement and the Manager agrees to act as such and to perform the duties and obligations on its part contained in this Agreement with effect from 1 January 2025.

3. Powers of the Manager, the Board and the Investment Committee

- (1) Subject always to the remaining provisions of this clause and the other terms of this Agreement and subject to the applicable laws in all relevant jurisdictions, the Manager shall have the power to purchase, sell and otherwise deal in any of the Assets from time to time held by or on behalf of the Company or to which the Company is entitled and the Manager is hereby authorized to effect any such purchases or sales or otherwise deal in any of the Assets as aforesaid for and in the name of the Company.
- (2) The Board has appointed and has delegated to the Investment Committee full power, on behalf of the Board, to:
 - (a) approve any single transaction (investment or realization) of an investment amount of over US\$20 million. The Manager confirms and agrees that it will not enter into such transactions without the prior knowledge and approval of and by a majority of the members of the Investment Committee; and
 - (b) supervise the day-to-day management functions of the Manager and the Manager shall exercise its powers and duties hereunder subject thereto.
- (3) Nothing to this clause 3 shall, however, permit the Manager to incur borrowings or other like indebtedness on behalf of the Company unless the Manager is previously authorized from time to time so to do by the Board in writing.

4. Duties of the Manager

- (1) The Manager shall undertake all investment and management duties arising pursuant to the operation of the Company and shall be responsible for identifying and evaluating investment opportunities, executing investment decisions, monitoring and enhancing investments of the Company and making decisions on investments and realizations for the Company in accordance with the investment objectives and policy of the Company as described in the Prospectus and as from time to time laid down by the Board. In particular, but without prejudice to the generality of the foregoing, the Manager shall:
 - (a) identify, conduct due diligence and analysis and acquire and dispose of the Assets of the Company;
 - (b) be responsible for arranging all aspects of the implementation of a decision to

- invest in an Authorized Investment;
- (c) monitor and keep under review, or procure suitable persons to monitor and keep under review all the investments made on behalf of the Company;
 - (d) place the liquid Assets of the Company not invested in Authorized Investments in time deposits or money market instruments;
 - (e) keep the Investment Committee fully informed as to the discharge of its powers and responsibilities hereunder; and
 - (f) prepare annual and semi-annual statements on the performance of the Company's investments for inclusion in the Company's annual and semi-annual reports.
- (2) In addition to the duties on the part of the Manager contained in sub-clause 4(1), the Manager shall also be responsible for managing the corporate affairs of the Company and dealing with its day-to-day administration, including:
- (a) being responsible for the negotiation and safe-keeping of all documentation of the Company that may be entered into or desired to be entered into in relation to any Authorized Investment from time to time;
 - (b) the administration of all borrowings (if any) of the Company;
 - (c) the administration in connection with, the effecting of, any necessary registrations with governmental and similar agencies, including making and obtaining all foreign exchange control filings and permissions; and
 - (d) assisting the Company to comply with all applicable laws, rules and regulations (including the Listing Rules and the Codes on Takeovers and Mergers and Share Buy-backs) and requirements of the Stock Exchange or any other regulatory authorities with competent jurisdiction.

5. Delegation of Powers and Duties

- (1) Without in any way affecting the generality of its powers given to the Manager hereunder, the Manager shall have full power to delegate to any person, all or any of the powers, authorities and discretion exercisable by it under the provisions of this Agreement and without in any way affecting the generality of the foregoing the Manager may in carrying out and performing the duties and obligations on its part herein contained:
- (a) by power of attorney appoint any person to be attorney or agent of the Manager for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Manager) as it thinks fit with power for the attorney or agent to sub-delegate any such powers, authorities or discretions

and the Manager in any such power of attorney and the attorney or agent by the terms of any sub-delegation may insert such provisions for the protection and convenience of those dealing with any such attorney or agent or sub-delegate as it may think fit;

- (b) appoint by writing or otherwise any person to be agent or sub-agent of the Manager as the Manager may think necessary or proper for such purposes and with such powers, authorities and discretions (not exceeding those vested in the Manager) as it thinks fit and to supersede or suspend any such agent or sub-agent for such cause or reason as the Manager may in its sole discretion think sufficient with or without assigning any cause or reason and either absolutely or for such time as it may think proper; and
- (c) appoint and engage any investment or portfolio managers, investment advisers, brokers, valuers, solicitors, barristers, accountants, qualified advisers and without limitation such other persons as may be necessary, usual or desirable for the purpose of exercising its powers and performing its obligations;

PROVIDED THAT and subject always to clauses 11 and 13 of this Agreement, the Manager shall remain liable for the fees and acts and omissions of any attorney, agent, sub-delegate, sub-agent or other person appointed by the Manager pursuant to this clause.

- (2) Any attorney, agent, sub-delegate, sub-agent or other person appointed or engaged by the Manager as aforesaid may include a person which is an associate of the Manager or an employee of such person provided that any fees payable to such person or employee shall not exceed a normal commercial fee for the performance of the relevant service.

6. Investment Procedure

- (1) On each occasion that the Manager purchases, sells or otherwise deals with any of the Assets it shall notify the Investment Committee in writing.
- (2) Any notice given in compliance with sub-clause 6(1) shall be in such form and contain such information as the Investment Committee may reasonably require.
- (3) The Company shall execute the necessary transfers and other assurances to give effect to the dealings of the Manager.

7. Covenants by the Manager

The Manager hereby covenants with the Company that during the currency of this Agreement the Manager will:

- (1) invest the Assets only in Authorized Investments complying with the investment guidelines objectives, strategies and policies and subject to the

investment limitations set out in the Prospectus or as the same may be amended (as provided for in the Prospectus) from time to time by the Board or Shareholders (as the case may be);

- (2) strive to ensure that any undertaking, scheme or enterprise to which this Agreement relates is carried on in a proper and efficient manner;
- (3) exercise its powers and perform its functions under this Agreement diligently;
- (4) make available to the Investment Committee and the Auditors for inspection all the books kept by the Manager in relation to the Assets and give such other oral explanations as may be reasonably required;
- (5) advise the Company if an associate of the Manager would be a party to a transaction involving the Assets;
- (6) prepare and provide all necessary assistance to the Company and its directors in connection with the preparation and publication of the accounts and reports to be provided to Shareholders as set out under the heading "Accounts and Information" in the Prospectus or required under the Listing Rules or by the Stock Exchange; and
- (7) use its best efforts to promote and maintain the reputation and interests of the Company and not knowingly do or refrain from doing any act, matter or thing which might prejudice or bring into disrepute in any manner the business or reputation of the Company or any member of the Board.

8. Covenants by the Company

The Company covenants with the Manager that during the currency of this Agreement it shall, and shall procure that the Investment Committee shall:

- (1) not, except as herein provided or as required by law, sell, mortgage, charge, pledge or otherwise part with possession of any of the Assets of the Company save for dividends or distributions properly declared to Shareholders and save for Assets to be held on its behalf by any custodians;
- (2) without delay forward to the Manager all notices, reports, circulars and other documents received by it in connection with the Assets;
- (3) institute, prosecute, defend and compromise all such legal proceedings relating to the Assets as the Manager may reasonably request in writing;
- (4) take such steps as may be reasonably necessary to become informed of the exercise by the Manager of its powers, and the performance of its functions under this Agreement; and

- (5) exercise all due diligence and vigilance in carrying out its duties and functions hereunder.

9. Voting Powers

- (1) Subject to the provisions of applicable laws in all relevant jurisdictions, all rights of voting conferred by the Assets or any of them shall be exercised in such manner as the Manager shall determine and the Company shall have no right to interfere with the exercise of such rights.
- (2) The Company shall from time to time execute and deliver to the Manager or its nominee such proxies or powers of attorney as the Manager may request in order to ensure compliance with the provisions of sub-clause 9(1).

10. Authority

The Company hereby vests in the Manager such power and authority to act for it and on its behalf as is necessary for the Manager in the exercise of its power hereunder and to enable the Manager to properly perform the duties on its part contained in this Agreement.

11. Liability of Manager; Indemnity

- (1) In the absence of bad faith, fraud, wilful default or negligence on the part of the Manager, its directors, officers or agents, the Manager shall not be liable to the Company or to any Shareholder for any act or omission in the course of or in connection with the services rendered by it hereunder or for any decline in the value of the Assets of the Company or any loss whatsoever that may result to the Company as a consequence of the performance of the obligations and duties of the Manager hereunder (except as otherwise specifically provided for herein).
- (2) The Company agrees to indemnify the Manager from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (other than those resulting from the bad faith, fraud, wilful default or negligence on the part of the Manager, its directors, officers or agents) which may be imposed on, incurred by or asserted against the Manager in connection with its obligations or duties hereunder.

12. Management Fee and Performance Fee

- (1) The Company shall pay to the Manager an annual management fee in US dollars (or the HKD or RMB Equivalent of the same) equal to the aggregate of the following calculations:
 - (a) on the Invested Portion of the Assets of the Company represented by unlisted securities or interests: 1.75% of the book value (net of taxes); and

- (b) on the Invested Portion of the Assets of the Company represented by securities listed on a recognized stock exchange:
 - (i) during the lockup period following listing: 1.75% of the book value (net of taxes);
 - (ii) for the one year after the lockup period lapses: 1.50% of the book value (net of taxes);
 - (iii) thereafter: 1.25% of the book value (net of taxes); and
 - (iv) in respect of listed securities purchased from the secondary securities market: 1.25% of the book value (net of taxes); and

- (c) on the Un-invested Portion of the Assets of the Company: zero,

in each case as at the last day of the relevant Quarter. Such fee shall be payable on a quarterly basis within 15 calendar days after the last day of the first 3 Quarters of each financial year and within 15 calendar days after the publication of the audited financial results of the Company for the relevant financial year on the websites of the Company and the Stock Exchange.

- (2) Conditional upon the Net Asset Value at the end of each financial year (as Adjusted) exceeding the higher of (the “**High Watermark**”):
 - (a) the Net Asset Value for the Reference Year, and
 - (b) the Net Asset Value of the most recent financial year after the Reference Year and in which a performance fee was paid,

the Company will pay to the Manager an annual performance fee in US dollars (or the HKD or RMB Equivalent of the same) equal to 8% of the amount by which the Net Asset Value as at the end of the relevant financial year (as Adjusted) exceeds the High Watermark. Such fee shall be payable as soon as practicable after the publication of the audited financial results of the Company for the relevant financial year on the websites of the Company and the Stock Exchange, and in any event not later than 180 calendar days after the publication of the same.

- (3) For the purposes of calculating the performance fee, the Net Asset Value and, where applicable, the High Watermark shall be adjusted (“**Adjusted**”) in a fair and reasonable manner as the Company and the Manager shall agree (or in default of agreement by the Auditors acting as experts and not as arbitrators who shall be required to certify that such adjustment is fair and reasonable) so as to:
 - (a) take account of any adjustments to the share capital of the Company during any relevant financial year;
 - (b) take account of any repurchases or redemption of Shares during any relevant financial year; and

- (c) take no account of (that is, include in the calculation of Net Asset Value as if such distributions or fees had never been made or paid) any distributions or dividends made by the Company or any fees paid to the Manager pursuant to this Agreement during any relevant financial year(s).
- (4) For the purposes of this clause,
- (a) the “**HKD or RMB Equivalent**” of a US dollar amount shall be determined by converting the US dollar amount into HKD or RMB (as the case may be) at the middle exchange rate between USD and HKD or RMB (as the case may be) published by the State Administration of Foreign Exchange of the PRC on the date of payment of the relevant sum, or if such date falls on a date other than a Business Day, the immediately preceding Business Day;
 - (b) the “**Reference Year**” means the financial year ended 31 December 2021;
 - (c) the “**Invested Portion of the Assets of the Company**” refers to the portion of the Assets of the Company invested in listed or unlisted securities or interests, whereas the “**Un-invested Portion of the Assets of the Company**” refers to the portion of those Assets other than the Invested Portion of the Assets such as cash and receivables;
 - (d) the “**book value**” refers to the fair value amount of those Assets which are unlisted and the mark to market value amount of those Assets which are listed; and
 - (e) a “**recognized stock exchange**” is regarded as any stock exchange operated by a recognized exchange company within the laws of the jurisdiction in which the stock exchange is incorporated or otherwise established, including but not limited to the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the National Equities Exchange and Quotations (NEEQ), the Beijing Stock Exchange, the New York Stock Exchange, NASDAQ and the London Stock Exchange.
- (5) For the purposes of this clause, the aggregate amount of annual management fee and performance fee payable by the Company to the Manager each year under this Agreement shall not exceed the relevant annual cap for such remuneration to the Manager under this Agreement to be approved by the Independent Shareholders at a general meeting of the Company to be convened in accordance with the requirements of the Listing Rules.

13. Expenses

- (1) All fixed operating costs of the Manager in providing its services to the Company, relating specifically to the rental of office premises of the Manager, salaries of the Manager’s employees and related administrative costs, will be borne by the Manager.

- (2) The Company will reimburse the Manager for all other expenses not referred to in sub-clause 13(1), including but not limited to, travelling and other related expenses and professional fees, including legal, accountancy and financial advisory fees incurred by the Manager in connection with the performance of its duties under this Agreement.

14. Term

The appointment of the Manager hereunder shall be for a fixed term commencing on 1 January 2025 and ending on 31 December 2027. Thereafter, subject to the approval of the Independent Shareholders in accordance with the Listing Rules and compliance with all other applicable requirements under the Listing Rules, the appointment shall be renewed for further periods of three years after the expiry of each fixed term, unless either party shall at least 6 months prior to such expiry date give notice to the other party not to renew the appointment, whereupon this Agreement will terminate at the end of the then current fixed period.

15. Termination

- (1) Each party may terminate this Agreement with immediate effect if the other party:
- (a) goes into liquidation (except a voluntary liquidation for the purpose of reconstruction or amalgamation on terms previously agreed by the Manager and the Company), or is unable to pay its debts or otherwise becomes insolvent, or if a receiver is appointed to any of the assets of the other party; or
 - (b) commits any material breach of this Agreement which is not remedied within 60 days from the date of a written request that the breach complained of be remedied.
- (2) The Company shall be entitled to terminate this Agreement at any time by written notice to the Manager without compensation to the Manager with the sanction of Shareholders in general meeting if the Company suffers major losses due to the gross negligence of the Manager.
- (3) Upon the proper termination of this Agreement the Manager shall at the request of the Company provide to the Company all records in its possession relating to the Assets and shall not keep any copies thereof nor shall it disclose to any other person any confidential information relating to the Assets or the business or finances of the Company, its subsidiaries, jointly controlled entities and associated companies.

16. Transactions with Interested Parties

Provided always that no transaction entered into pursuant to this clause shall cause or give rise to a breach of or non-compliance with any laws, regulations or codes of conduct applicable to the Manager and/or its directors and employees, including without limitation the codes of conduct issued by the Securities and Futures

Commission and, where applicable, subject to compliance with relevant requirements under the Listing Rules:

- (1) The shareholders of the Manager and their respective employees may make investments for their own account without any obligation to offer any such investment opportunities to the Company. The Manager, its shareholders and their respective employees (each an “**Interested Party**”) may also promote, manage, advise, sponsor or be otherwise involved in investment funds which have similar investment objectives to the Company and which invest in securities of companies established or operating in China. If any Interested Party is so involved, the directors of the Manager and its shareholders will disclose any such involvement to the boards of the Company and the Manager. The board of the Manager will adopt guidelines to deal with any potential or perceived conflicts of interest.
- (2) An Interested Party (but not the Manager) may provide management assistance or other services to companies or enterprises in which the Company has an investment or to companies or enterprises in the same industry. The Company will not participate in any benefits which any Interested Party may receive in connection with such services. An Interested Party may contract or enter into any financial, banking, currency or other transaction with the Company or with any investee company or enterprise and shall not be obliged to account to the Company in respect of any benefit derived therefrom. An Interested Party may act as underwriter or placing agent for an issue of securities some of which are acquired by the Company and receive a commission or other compensation in connection therewith. An Interested Party may also receive any commission or other compensation which it may negotiate in relation to any sale or purchase of any investments by the Company, and shall also be entitled to charge and retain such brokerage, commission or rebate of commission or other compensation or charges in respect of the purchase or sale of investments effected by or through it as the Company would otherwise have had to pay had the relevant transaction been executed through an independent third party.

17. Relationship of the Parties Inter Se

The relationship of the Manager to the Company is one of independent contractor and nothing whatsoever contained in this Agreement or otherwise shall be construed to result in or create any relationship between the parties other than one of contract and, without limitation, the relationship hereby created does not result in the establishment of any trust, partnership, joint venture or other similar entity between the parties hereto.

18. Notices

All notices which are required to be given hereunder shall be in writing and shall be sent to the address of the recipient set out above (and in the case of the Investment Committee to the Company) or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Any such notice may be delivered personally or by first class prepaid letter, electronic mail or facsimile

transmission and shall be deemed to have been served if by personal delivery when delivered, if by first class post 48 hours after posting (unless actually received sooner), and if by electronic mail or facsimile transmission when despatched.

19. Assignment

The rights and obligations of the Manager under this Agreement may be assigned at any time by the Manager to any company which is, and remains, a wholly-owned subsidiary of the Manager.

20. Governing Law


This Agreement shall be construed in accordance with and be governed by the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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

SIGNED by)
for and on behalf of)
CHINA MERCHANTS CHINA)
DIRECT INVESTMENTS LIMITED)
招商局中國基金有限公司)
in the presence of:)

 FANNY YAN

SIGNED by)
for and on behalf of)
CHINA MERCHANTS CHINA)
INVESTMENT MANAGEMENT)
LIMITED)
招商局中國投資管理有限公司)
in the presence of:)

 FANNY YAN