

DATED 7 MAY 2025

GREEN TEA GROUP LIMITED  
绿茶集团有限公司

MR. WANG QINSONG (王勤松)

MS. LU CHANGMEI (路长梅)

YIELDING SKY LIMITED

CONTEMPORARY GLOBAL INVESTMENTS LIMITED

TIME SONIC INVESTMENTS LIMITED

ABSOLUTE SMART VENTURES LIMITED

EAST SUPERSTAR LIMITED

VISTRA TRUST (HONG KONG) LIMITED

THE SELLING SHAREHOLDER

AND

CITIGROUP GLOBAL MARKETS ASIA LIMITED

CMB INTERNATIONAL CAPITAL LIMITED

(IN ALPHABETICAL ORDER)

AND

THE HONG KONG UNDERWRITERS

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## HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of  
initially 16,836,400 Shares of

Green Tea Group Limited being part of a Global Offering of 168,364,000 Shares  
(subject to adjustment and reallocation in accordance with this Agreement)

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**THIS AGREEMENT** is made on 7 May 2025

**AMONG:**

- (1) **Green Tea Group Limited (绿茶集团有限公司)**, an exempted company incorporated in the Cayman Islands with limited liability on June 4, 2015, whose registered office is at 71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands (the **"Company"**);
- (2) **MR. Wang Qinsong (王勤松)**, with passport number E93242498, one of the founders, chairman, executive Director, chief executive officer and a Controlling Shareholder of the Company (**"Mr. Wang"**);
- (3) **MS. Lu Changmei (路长梅)**, with passport number E97281888, one of the founders, non-executive Director and a Controlling Shareholder of the Company (**"Ms. Lu"**; and together with Mr. Wang, the **"Individual Controlling Shareholders"** and an **"Individual Controlling Shareholder"** means any one of them);
- (4) **Yielding Sky Limited**, a limited liability international business company incorporated in the Republic of Seychelles on June 12, 2015, whose registered office is at Vistra Corporate Services Centre, Suite 23, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles, which is wholly owned by Mr. Wang (**"Yielding Sky"**);
- (5) **Contemporary Global Investments Limited**, a limited liability international business company incorporated in the Republic of Seychelles on June 22, 2015, whose registered office is at whose registered office is at Vistra Corporate Services Centre, Suite 23, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles, which is wholly owned by Ms. Lu (**"Contemporary Global Investments"**);
- (6) **Time Sonic Investments Limited**, an international business company incorporated in the Seychelles with limited liability on June 19, 2015, whose registered office is at Vistra Corporate Services Centre, Suite 23, 1<sup>st</sup> Floor, Eden Plaza, Eden Island, Mahé, Republic of Seychelles, indirectly wholly-owned by Absolute Smart Ventures, Mr. Wang and Ms. Lu as to 99.9%, 0.049% and 0.051%, (**"Time Sonic"**);
- (7) **Absolute Smart Ventures Limited**, a limited liability company incorporated in the BVI on 26 November 2018, whose registered office is at Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, wholly owned by East Superstar;
- (8) **East Superstar Limited**, a limited liability company incorporated in the BVI on 26 November 2018, whose registered office is at Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, wholly owned by Vistra Trust;
- (9) **Vistra Trust (Hong Kong) Limited**, an independent third party professional trust company established in Hong Kong, whose registered office is at 19/F Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong, (**"Vistra Trust"**, and together with Yielding Sky, Contemporary Global Investments, Time Sonic, Absolute Smart, East Superstar and the Individual Controlling Shareholders, the **"Controlling Shareholders"**, and a **"Controlling Shareholder"** means any one of them);
- (10) **Partners Group Gourmet House Limited**, an exempted company incorporated under the laws of the Cayman Islands on 8 December 2016, whose registered office is at c/o Intertrust

Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands,, (the "**Selling Shareholder**");

- (11) **Citigroup Global Markets Asia Limited**, whose principal place of business in Hong Kong is at 50/F, Champion Tower, 3 Garden Road, Central, Hong Kong SAR ("**Citi**");
- (12) **CMB International Capital Limited**, whose principal place of business in Hong Kong is at 45/F, Champion Tower, 3 Garden Road, Central, Hong Kong SAR ("**CMBI**"); and
- (13) **THE HONG KONG UNDERWRITERS**, whose respective names and addresses are set out in Schedule 1 (the "**Hong Kong Underwriters**" and a "**Hong Kong Underwriter**" means any one of them).

**RECITALS:**

- (A) The Company is an exempted company incorporated in the Cayman Islands with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong). As at the date of this Agreement, the Company has an issued share capital of US\$11,112.00 comprising 555,600,000 Shares of par value of US\$0.00002 each.
- (B) It is proposed that the Global Offering will comprise: (i) a Hong Kong Public Offering, comprising an offer for subscription of 16,836,400 New Shares to be issued and sold by the Company in respect of which this Agreement is being entered into; and (ii) an International Offering, comprising an offer for subscription of 101,018,400 New Shares to be issued and sold by the Company and 50,509,200 Sale Shares to be sold by the Selling Shareholder outside the United States in offshore transactions in reliance on Regulation S permitted to purchase the International Offer Shares in offshore transactions in reliance on Regulation S.
- (C) Citi and CMBI (*in alphabetical order*) have been appointed as the Joint Sponsors, Sponsor-Overall Coordinators, and Joint Global Coordinators in connection with the Global Offering.
- (D) Citi, CMBI, GF Securities (Hong Kong) Brokerage Limited ("**GFSHK**") and Guoyuan Securities Brokerage (Hong Kong) Limited ("**Guoyuan**") (*in alphabetical order*) have been appointed as the Overall Coordinators in connection with the Global Offering.
- (E) As at the date of this Agreement, the Individual Controlling Shareholders are, directly and indirectly through Contemporary Global Investments, Yielding Sky, Time Sonic, Absolute Smart, East Superstar and Vistra Trust interested in 365,600,000 Shares in aggregate, representing 65.80% of the issued share capital of the Company immediately before the Global Offering. The Individual Shareholders, Contemporary Global Investments, Yielding Sky, Time Sonic, Absolute Smart, East Superstar and Vistra Trust are deemed to be a group of controlling shareholders of the Company.
- (F) The Hong Kong Underwriters have severally (and not jointly or jointly and severally) agreed to underwrite the Hong Kong Public Offering on and subject to the terms and conditions contained in this Agreement.
- (G) The Company, the Controlling Shareholders and the Selling Shareholder have respectively agreed to give the representations, warranties, undertakings and indemnities on the terms contained in this Agreement in favour of Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMLs and the Hong Kong Underwriters.



- (H) The Company has appointed Tricor Investor Services Limited to act as its Hong Kong share registrar and Appleby Global Services (Cayman) Limited as its principal share registrar in the Cayman Islands for the Shares.
- (I) The Company has appointed CMB Wing Lung Bank Limited as the Receiving Bank for the Hong Kong Public Offering and CMB Wing Lung (Nominees) Limited as the Nominee to hold the application monies under the Hong Kong Public Offering.
- (J) The Company, the Controlling Shareholders, the Selling Shareholder and the International Underwriters intend to enter into the International Underwriting Agreement providing for the International Underwriters to severally subscribe for and purchase, or procure investors to subscribe for and purchase, Shares offered by the Company in the International Offering, on and subject to the terms and conditions contained in that agreement. The Selling Shareholder intends to grant the Over-Allotment Option to the International Underwriters to require the Company to issue and allot additional 15,152,400 New Shares, and require the Selling Shareholder to sell additional 10,102,000 Shares, representing in aggregate of 25,254,400 additional Shares accounting for 15% of the Shares initially available under the Global Offering as may be necessary to cover, among other things, over-allocations made in connection with the International Offering, on and subject to the terms and conditions of the International Underwriting Agreement.
- (K) At a meeting of the Board held on 30 April 2025, resolutions were passed pursuant to which, *inter alia*, the Board has approved, and three Executive Directors were authorized to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (L) The Company has made an application to the Stock Exchange for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange (including any Option Shares). Citi and CMBI (*in alphabetical order*) are acting as the joint sponsors in relation to the Company's Admission application.
- (M) In connection with the Global Offering, the Company has submitted a filing to the CSRC on 21 June 2024. The CSRC confirmed completion of such filing on 28 March 2024, authorizing the Company to proceed with the Global Offering and the listing of the Shares on the Main Board of the Stock Exchange.

IT IS AGREED as follows:

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 Except where the context otherwise requires, in this Agreement, the following terms and expressions will have the respective meanings set out below:

**"Acceptance Date"** means the date on which the Application Lists close in accordance with Clause 5.2, which is expected to be 13 May 2025;

**"Accepted Hong Kong Public Offering Applications"** means the Hong Kong Public Offering Applications which are accepted in whole or in part pursuant to Clause 5.3.1(i);

**"Accounts"** means the audited consolidated financial statements of the Group as at and for each of the three years ended 31 December 2022, 2023 and 2024, and all related notes, as set out in Appendix I to the Prospectus;

**"Actions"** has the meaning given to it in Clause 13.1;

**“Admission”** means the grant 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 on the Main Board of the Stock Exchange;

**“Admission-related Submissions”** means all submissions made by or on behalf of, or approved by, the Company to the Stock Exchange or the SFC in connection with the application for Admission;

**“Affiliate”** means in relation to a particular company, any company or entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified. For the purposes of this definition, the term **“control”** (including the terms **“controlling”**, **“controlled by”** and **“under common control with”**) 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;

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

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

**“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 15 May 2025;

**“Anti-Corruption Law”** means (i) the Foreign Corrupt Practices Act of 1977 of the United States of America and the rules and regulations under that Act, (ii) the Bribery Act of 2010 of the United Kingdom, (iii) the Criminal Law of the PRC, (iv) the Anti-Unfair Competition Laws of the PRC and the Provisional Regulations on Anti-Commercial Bribery of the PRC or (v) other similar applicable law or regulation in any other jurisdiction;

**“Application Lists”** means the application lists in respect of the Hong Kong Public Offering referred to in Clause 5.2;

**“Application Proof Prospectus”** means the draft listing document of the Company posted on the Stock Exchange Website on 20 December 2024;

**“Appointees”** means the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMI and the Hong Kong Underwriters;

**“Approvals and Filings”** means any licences, consents, approvals, authorisations, permits, permissions, clearances, certificates, orders, concessions, qualifications, registrations, sanctions, declarations, franchises and/or filings of any relevant jurisdictions, including, without limitation, Hong Kong and the PRC;

**“Articles of Association”** means the memorandum of association and articles of association of the Company, as amended from time to time;

**“Associate”** has the meaning given to it in the Listing Rules;

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

**“Brokerage”** means the brokerage at the rate of 1.0% of the Offer Price per Offer Share payable by successful applicants in the Global Offering;

**“Business Day”** means a day on which banks in Hong Kong are generally open for normal banking business to the public and which is not a Saturday, Sunday or public holiday in Hong Kong;

**“Capital Markets Intermediaries”** or **“CMIs”** means, the capital markets intermediaries as named in the Prospectus;

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

**“Code of Conduct”** means the Code of Conduct for Persons Licensed by or Registered with the SFC, 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 (WUMP) 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;

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

**“Cornerstone Investor Agreements”** means the cornerstone investor agreements entered into, among others, by the Company, the Joint Sponsors, the Sponsor-OCs and the cornerstone investors as described in the section headed “Cornerstone Investors” 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 (关于加强境内企业境外发行证券和上市相关保密和档案管理工作的规定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing Rules”** means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境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 (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

**“CSRC Filing Report”** means the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof, to be submitted to the CSRC pursuant to Article 13 of the CSRC Filing Rules;

**“CSRC Filings”** means any and all letters, filings, correspondences, communications, documents, responses, undertakings and submissions in writing, orally or 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 laws, regulations 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 respective names and addresses are set out in the section headed “Directors and Parties Involved in the Global Offering” of the Prospectus;

**“Disclosure Package”** has the meaning given to it in the International Underwriting Agreement;

**“Discretionary Incentive Fee”** has the meaning given to it in Clause 7.1.2;

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

**“Experts”** means (a) the Joint Sponsors; (b) the Reporting Accountants; (c) the PRC Lawyer; (d) the Industry Consultant; (e) Appleby, Cayman Islands legal adviser of the Company; and **“Expert”** means any one of them;

**“Final Offering Circular”** means the final offering circular expected to be issued by the Company in connection with the International Offering, including all amendments and supplements to it;

**“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 7 April 2025 and entered into between the Company and HKSCC;

**“Formal Notice”** means the press announcement in the agreed form to be issued by the Company in connection with the Hong Kong Public Offering pursuant to the Listing Rules;

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

**“Group”** means the Group Companies, taken as a whole;

**“Group Companies”** means the Company and the Subsidiaries; and **“Group Company”** means any one of them;

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

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

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

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

**“Hong Kong Offer Shares”** means the 16,836,400 new Shares being offered by the Company for subscription pursuant to the Hong Kong Public Offering, subject to adjustment and reallocation in accordance with this Agreement and as described in the section headed “Structure and Conditions of the Global Offering” of the Prospectus;

**“Hong Kong Public Offering”** means the offer of the Hong Kong Offer Shares for subscription at the Offer Price in Hong Kong to 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 valid applications for the Hong Kong Offer Shares made online through the HK eIPO White Form Service or through HKSCC EIPO service to electronically cause HKSCC Nominee Limited to apply on an applicant’s behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Public Offering Documents;

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

**“Hong Kong Public Offering Over-Subscription”** has the meaning given to it in Clause 5.9.1;

**“Hong Kong Public Offering Under-Subscription”** has the meaning given to it in Clause 5.4;

**“Hong Kong Registrar”** means Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong;

**“Hong Kong Underwriting Commitment”** means, in relation to a Hong Kong Underwriter, the maximum number of the Hong Kong Offer Shares the subscription for which that Hong Kong Underwriter has agreed to underwrite pursuant to the terms and conditions of this Agreement, as calculated in accordance with Clause 5.4 and subject to adjustment and reallocation in accordance with this Agreement;

**“Indemnified Parties”** means (a) the Appointees; (b) the respective delegates (as referred to in Clause 4.4) and Affiliates of the persons referred to in (a); and (c) the respective representatives, partners, directors, officers, employees, assignees and agents of the persons referred to in (a) and (b); and **“Indemnified Party”** means any one of them;

**“Industry Consultant”** means China Insights Consultancy Limited of 10F, Block B, Jing’an International Center, 88 Puji Road, Jing’an District, Shanghai, PRC;

**“Internal Control Consultant”** means KPMG Advisory (China) Limited of 25th Floor, Tower 11, Plaza 66, 1266 Nanjing West Road, Shanghai, PRC;

**“Internal Control Report”** means the internal control report in respect of the Group dated 11 May 2023 prepared by the Internal Control Consultant;

**“International Offer Shares”** means the 101,018,400 New Shares being offered by the Company for subscription and 50,509,200 Sale Shares being sold by the Selling Shareholder for purchase pursuant to the International Offering, subject to adjustment and reallocation in accordance with this Agreement and the International Underwriting Agreement, together with the Option Shares (if any);

**“International Offering”** means the offer of the International Offer Shares for subscription or purchase (as the case may be) at the Offer Price outside the United States in offshore transactions in reliance on Regulations S, subject to the terms and conditions of the International Underwriting Agreement;

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

**“International Offering Underwriting Commitment”** means, in relation to an International Underwriter, the maximum number of the International Offer Shares the subscription or purchase (as the case may be) for which that International Underwriter has agreed to underwrite pursuant to the terms and conditions of the International Underwriting Agreement, subject to adjustment and reallocation in accordance with the International Underwriting Agreement and to the Over-Allotment Option;

**“International Underwriters”** means the persons named as such in the International Underwriting Agreement;

**“International Underwriting Agreement”** means the international underwriting agreement relating to the International Offering to be entered into among the Company, the Controlling Shareholders, the Selling Shareholder and the International Underwriters;

**“Intersyndicate Agreement”** means the agreement to be entered into among the Hong Kong Underwriters, the International Underwriters and the Sponsor-OCs;

**“Investment Company Act”** means the U.S. Investment Company Act of 1940;

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

**“Joint Bookrunners”** means the joint bookrunners as named in the Prospectus;

**“Joint Global Coordinators”** means the joint global coordinators as named in the Prospectus;

**“Joint Lead Managers”** means the joint lead managers as named in the Prospectus;

**“Joint Sponsors”** means, in alphabetical order, Citi and CMBI;

**“Laws”** means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including any common law or case law), statutes, ordinances, legal codes, resolutions, regulations, rules (including the Listing Rules, the Code of Conduct and the CSRC Rules), sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority;

**“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 16 May 2025 or such other date as the Company and the Sponsor-OCs may agree;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited and the guidance letters, listing decisions, guidelines and other requirements of the Stock Exchange;

**“Losses”** has the meaning given to it in Clause 13.1;

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

**“New Shares”** means the Share(s) to be offered for subscription by the Company under the Global Offering;

**“Nominee”** means CMB Wing Lung (Nominees) Limited, in whose name the application moneys are to be held by Receiving Bank under the Receiving Bank’s Agreement;

**“Offer Price”** means the offer price of HK\$7.19 per Offer Share in Hong Kong dollars (exclusive of the Brokerage, the Trading Fee and the Transaction Levy) at which the Offer Shares are to be subscribed for or purchased (as the case may be) under the Global Offering;

**“Offer Shares”** means the Hong Kong Offer Shares and the International Offer Shares, together with, where relevant, any Option Shares;

**“Offering Documents”** means the Hong Kong Public Offering Documents and the International Offering Documents and any other document issued, given or used in connection with the Global Offering, including any Investor Presentation Materials and, in each case, all amendments or supplements thereto, whether or not approved by the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMLs or any of the Underwriters;

**“Operative Documents”** means the Cornerstone Investor Agreements, the Receiving Bank’s Agreement, the Registrar Agreement, the FINI Agreement and the Stock Borrowing Agreement, including all amendments and supplements to any of them;

**“Option Shares”** means up to 25,254,400 additional Shares which the Company may be required to issue and allot, and the Selling Shareholder may be required to sell upon the exercise of the Over-Allotment Option, if any;

**“Overall Coordinators”** means Citi, CMBI, GFSHK and Guoyuan (in alphabetical order);

**“Over-Allotment Option”** means the option to be granted by the Selling Shareholder under the International Underwriting Agreement to the International Underwriters, exercisable by the Sponsor-OCs on behalf of the International Underwriters, to sell the Option Shares as may be necessary to cover, among other things, over-allocations made in connection with the International Offering, on and subject to the terms and conditions of the International Underwriting Agreement;

**“PHIP”** means the post hearing information pack of the Company posted on the Stock Exchange Website on 23 April 2025, including each amendment and supplement to it posted on the Stock Exchange Website from that date through to the time of the registration of the Prospectus (if any);

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

**“PRC Group Company”** means any Group Company which is incorporated or established under the laws of the PRC;

**“PRC Lawyer”** means Commerce & Finance Law Offices, 6/F, NCI Tower, A12 Jianguomenwai Avenue, Chaoyang District, Beijing, PRC;

**“Preliminary Offering Memorandum”** means the preliminary offering memorandum dated 8 May 2025 issued by the Company in connection with the International Offering and circulated to the International Underwriters, and stated therein to be subject to amendment and completion, as amended or supplemented by any amendments and supplements thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

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

**“Prospectus Date”** means the date of issue of the Prospectus, which is expected to be 8 May 2025;

**“Receiving Bank”** means CMB Wing Lung Bank Limited, the receiving bank appointed by the Company in connection with the Hong Kong Public Offering pursuant to the Receiving Bank’s Agreement;

**“Receiving Bank’s Agreement”** means the receiving bank’s agreement dated 7 May 2025 entered into among the Company, the Receiving Bank, the Hong Kong Registrar, the Joint Sponsors, the Sponsor-OCs and the Nominee;

**“Reference Hong Kong Public Offering Amount”** means the amount equal to  $A \times (B - C)$ , where A = the Offer Price, B = the number of Shares being offered by the Company under the Hong Kong Public Offering (before adjustment and reallocation in accordance with this Agreement), and C = the number of Unsold Hong Kong Offer Shares which is reallocated to the International Offering pursuant to Clause 5.10;

**“Registrar Agreement”** means the share registration services agreement entered into between the Company and the Hong Kong Registrar in 2021;

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

**“Relevant Hong Kong Public Offering Application”** means, in relation to a Hong Kong Underwriter, a Hong Kong Public Offering Application made or procured to be made by the Hong Kong Underwriter pursuant to Clause 5.5 to reduce the Hong Kong Underwriting Commitment of the Hong Kong Underwriter;

**“Reorganization”** means the corporate reorganisation of the Group in preparation for the Admission, as described in the section headed “History, Reorganization and Corporate Structure” of the Prospectus;

**“Reorganization Documents”** means the documents entered into to effect the Reorganization;

**“Reporting Accountants”** means KPMG of 8/F, Prince’s Building, 10 Chater Road Central, Hong Kong;

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

**“Securities Act”** means the United States Securities Act of 1933;

**“Securities and Futures Ordinance”** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

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



**"Shares"** means ordinary shares in the capital of the Company with a nominal value of US\$0.00002 each;

**"Sponsor-Overall Coordinators" or "Sponsor-OCs"** means Citi and CMBI;

**"Stabilising Manager"** means CMB International Global Markets Limited;

**"Sale Shares"** means the Share(s) to be offered for sale by the Selling Shareholder;

**"Stock Borrowing Agreement"** means the stock borrowing agreement to be entered into between the Time Sonic and the Stabilising Manager on or about 14 May 2025, pursuant to which the Stabilising Manager may request Time Sonic to make available to the Stabilising Manager on a temporary basis up to 25,254,400 Shares to cover, inter alia, over-allocation in the International Offering;

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

**"Stock Exchange Website"** means [www.hkexnews.hk](http://www.hkexnews.hk);

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

**"Surviving Provisions"** means Clause 1 (Definitions and Interpretations), Clause 7.2 (Costs of Company), Clause 7.3 (Costs of Appointees), Clause 12.2 (Effect of termination), Clause 13 (Indemnity), 14 (Announcements), 15 (Confidentiality), Clause 16 (Notices), Clause 17 (Governing Law and Disputes Resolution) and Clause 18 (General Provisions);

**"Tax"** means all forms of tax whenever created, imposed or arising and whether of the British Virgin Islands, Hong Kong, the PRC, the Cayman Islands, the United States or any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of tax on or relating to profits, salaries, interest and other forms of income, tax on capital gains, sales and value added tax, estate duty, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any tax, duty, impost, levy, rate, charge or any amount payable to revenue, customs or fiscal Authorities whether of the British Virgin Islands, Hong Kong, the PRC, the Cayman Islands, the United States or of any other part of the world, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, and including any additions, penalties or similar liabilities and/or interest arising in respect of any tax; and **"Taxation"** and **"Taxing"** will be construed accordingly;

**"Trading Fee"** means the trading fee at the rate of 0.00565% of the Offer Price per Offer Share charged by the Stock Exchange;

**"Transaction Levy"** means the aggregation of (i) the transaction levy at the rate of 0.0027% of the Offer Price per Offer Share charged by the SFC, and (ii) the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council;

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

**"Unsold Hong Kong Offer Shares"** has the meaning given to it in Clause 5.4.1;

**"US\$"** means United States dollars, the lawful currency of the United States of America;

**“Verification Notes”** means the verification notes relating to the Prospectus and the CSRC Filing Report, copies of which have been approved and signed by, among others, the Directors; and

**“Warranties”** means the representations, warranties and undertakings of the Company, the Controlling Shareholders and the Selling Shareholder as set out in Part A, Part B and Part C of Schedule 3, respectively.

## **1.2 Headings**

Headings will be ignored in construing this Agreement.

## **1.3 Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this Agreement.

## **1.4 Recitals and Schedules**

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

## **1.5 References**

Except where the context otherwise requires, in this Agreement:

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

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

**1.5.3** references to a statute or statutory provision, or rules or regulations (whether having the force of law) include:

- (i) the same as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;
- (ii) any past statute or statutory provision, or rules or regulations (as from time to time modified, re-enacted or consolidated) which such statute or statutory provision, or rules or regulations has directly or indirectly replaced; and
- (iii) any subordinate legislation made from time to time under that statute or statutory provision which is in force at the date of this Agreement;

**1.5.4** references to a **“person”** include any company, firm, joint venture, unincorporated association or partnership;

**1.5.5** references to a **“company”** include any company, corporation or body corporate, wherever incorporated;

**1.5.6** the terms **“subsidiary”** and **“holding company”** have the meanings given to them in Part 1 of the Companies Ordinance;

**1.5.7** references to a document being **“in the agreed form”** means it is in the form agreed from time to time among the Company, the Controlling Shareholders, the Selling Shareholder, the Joint Sponsors and Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters), including all amendments and supplements to it;

- 1.5.8** references to a “**certified copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the legal advisers to the Company;
- 1.5.9** references to times of day and dates are to Hong Kong times and dates, respectively;
- 1.5.10** the terms “**purchase**” and “**purchaser**”, when used in relation to the Shares, shall include, respectively, a subscription for the Shares and a subscriber for the Shares;
- 1.5.11** the terms “**sell**” and “**sale**”, when used in relation to the Shares, shall include an allotment or issuance of the Shares by the Company;
- 1.5.12** the words “**include**”, “**includes**”, “**including**”, “**in particular**” and words of similar effect will not be deemed to limit the general effect of the words that precede them;
- 1.5.13** references to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm;
- 1.5.14** words denoting any gender include the other gender and words denoting natural persons will include any other persons; and
- 1.5.15** references to the singular include the plural and vice versa.

## **1.6 Several liability**

- 1.6.1** Any provision of this Agreement which is expressed to bind the Appointees, the Hong Kong Underwriters, the International Underwriters or the Underwriters will, save where it is expressly provided otherwise, bind each of them severally and not jointly or jointly and severally.
- 1.6.2** A beneficiary of an obligation may in its absolute discretion release, compound, or compromise or give time or indulgence in relation to the liability of specific co-obligors without in any way prejudicing or affecting its rights against the other co-obligors.

## **2 CONDITIONS**

### **2.1 Conditions**

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 Sponsor-OCs (for themselves and on behalf of the Underwriters) having received all the conditions precedent documents (i) set out in Part A of Schedule 4 in form and substance satisfactory to the Sponsor-OCs by not later than 8:00 p.m. on the Business Day immediately before the Prospectus Date and (ii) set out in Part B of Schedule 4 in form and substance satisfactory to the Sponsor-OCs by not later than 8:00 p.m. on the Business Day immediately before the Listing Date or such later time and/or date as the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree, respectively;
- 2.1.2** the issue by the Stock Exchange of a certificate of authorisation of registration in respect of the Hong Kong Public Offering Documents and the registration by the Registrar of Companies in Hong Kong of the Hong Kong Public Offering Documents, duly certified by two Directors (or by their attorneys duly authorised in writing) as

having been approved by resolutions of the board of Directors and having attached to them all necessary consents and documents required by section 342C of the Companies (WUMP) Ordinance (subject to any certificate of exemption granted pursuant to section 342A of the Companies (WUMP) Ordinance) not later than 5:00 p.m. on the Business Day immediately before the Prospectus Date;

- 2.1.3** Admission having occurred and becoming effective (either unconditionally or subject only to the allotment and issue of the 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 Sponsor-OCs (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 Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, cancelled or revoked prior to the commencement of trading of the Shares on the Main Board of the Stock Exchange;
- 2.1.4** Admission of the Shares into CCASS having occurred and become effective (either unconditionally or subject only to the 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 Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sponsor-OCs may (for themselves and on behalf of the Hong Kong Underwriters) agree in writing);
- 2.1.5** the execution and delivery of the International Underwriting Agreement and the Stock Borrowing Agreement by 14 May 2025;
- 2.1.6** the obligations of the International Underwriters contained in the International Underwriting Agreement having become unconditional in accordance with its terms, save for the condition relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional), and the International Underwriting Agreement not subsequently having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;
- 2.1.7** the CSRC having accepted the CSRC Filings and published the filing results in respect of the CSRC Filings on its website, and such notice of acceptance and/or filing results published not having otherwise been rejected, withdrawn, revoked or invalidated prior to 8:00 a.m. on the Listing Date;
- 2.1.8** the Warranties being true, accurate and not misleading as of the date of this Agreement and the dates on which they will be deemed to be repeated under Clause 9.2.1 to 9.2.8 of this Agreement (as though they had been given and made on such date by reference to the facts and circumstances then subsisting);
- 2.1.9** each of the Company, the Controlling Shareholders and Selling Shareholder having performed or satisfied all its obligations and conditions under this Agreement to be performed or satisfied (or otherwise waived in accordance with the terms stated herein) on or prior to the respective times and dates by which such obligations must be performed or conditions must be met; and
- 2.1.10** the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals in connection with the Global Offering, including that all the waivers or exemptions as stated in the Prospectus to be granted by the

Stock Exchange having been granted and not otherwise been revoked, withdrawn, amended or invalidated prior to 8.00 am on the Listing Date.

## **2.2 Undertaking to fulfil Conditions**

Each of the Company and the Controlling Shareholders jointly and severally undertakes, and the Selling Shareholder severally (but not jointly or jointly and severally) undertakes, to each of the Appointees to fulfil, or procure the fulfilment of, the Conditions on or before the relevant time or date specified and, in particular, will furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Joint Sponsors and the Sponsor-OCs (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 listing of the Shares on the Main Board of the Stock Exchange and the fulfilment of the Conditions.

## **2.3 Extension**

The Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:

- 2.3.1** to extend the deadline for the fulfilment of any Condition by such number of days or in such manner as the Sponsor-OCs may determine (in which case the Sponsor-OCs can extend the other dates/deadlines referred to in this Agreement in such manner as they deem appropriate, provided that no extension may be made after 7 June 2025 (being the date which is 30 days following the Prospectus Date) and any such extension and the new dates or deadlines must be notified by the Sponsor-OCs to the other parties to this Agreement as soon as practicable after each extension is made; or
- 2.3.2** in respect of the Condition set out in Clause 2.1.1, to waive or modify (in whole or in part and with or without condition(s) attached) such Condition.

## **2.4 Conditions not fulfilled**

Without prejudice to Clause 2.3, if any of the Conditions have not been fulfilled in accordance with their terms on or before the date or time specified without any subsequent extension of time or waiver or modification in accordance with the terms of this Agreement, this Agreement will terminate with immediate effect and Clause 12.2 will apply.

# **3 OFFER PRICE**

## **3.1 Reduction of Offer Price or number of Offer Shares**

- 3.1.1** The Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) may, where they deem appropriate, based on the level of interest expressed by prospective investors during the book-building process in respect of the International Offering, and with the consent of the Company and the Selling Shareholder, reduce the number of Offer Shares offered in the Global Offering below that stated in the Prospectus or the offer price below at any time prior to the morning of the Acceptance Date.
- 3.1.2** Once the decision in Clause 3.1.1 has been made, the Company must, as soon as practicable and in any event not later than the morning of the Acceptance Date:

- (i) cause to be posted on the website of the Hong Kong Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and on the website of the Company ([www.china-greentea.com.cn](http://www.china-greentea.com.cn)) notices of the reduction;
- (ii) issue a supplemental prospectus and apply for waivers as required, from the Stock Exchange and the SFC (if necessary); and
- (iii) comply with all Laws applicable to that reduction.

**3.1.3** Such notice and supplemental prospectus must include confirmation or revision, as appropriate, of the working capital statement and the Global Offering statistics set out in the Prospectus and any other financial information which may change resulting from such reduction.

**3.1.4** Upon issue of such a notice, the revised Offer Price and/or number of Offer Shares will be final and conclusive.

## **4 APPOINTMENTS**

### **4.1 Sponsor-OCs, Overall Coordinators, Joint Global Coordinators, Joint Lead Managers, Joint Bookrunners and CMLs**

Each of the Company and the Selling Shareholder, as the case may be, confirms and acknowledges its appointment, to the exclusion of all others, of *(all in alphabetical order)*:

**4.1.1** Citi and CMBI as the Sponsor-OCs and Joint Global Coordinators for the Global Offering;

**4.1.2** Citi (in relation to the Hong Kong Public Offering only), Citigroup Global Markets Limited (in relation to the International Offering only), CMBI, GF, Guoyuan, ABCI SECURITIES COMPANY LIMITED, Celestial Securities Limited, China Galaxy International Securities (Hong Kong) Co., Ltd, CMBC Securities Company Limited, First Shanghai Securities Limited, Futu Securities International (Hong Kong) Limited, Long Bridge HK Limited, Morton Securities Limited, Orient Securities (Hong Kong) Limited, Patrons Securities Limited, SDICS International Securities (Hong Kong) Limited and Zhongtai International Securities Limited as the Joint Lead Managers for the Global Offering;

**4.1.3** Citi (in relation to the Hong Kong Public Offering only), Citigroup Global Markets Limited (in relation to the International Offering only), CMBI, GF, Guoyuan, ABCI SECURITIES COMPANY LIMITED, Celestial Securities Limited, China Galaxy International Securities (Hong Kong) Co., Ltd, CMBC Securities Company Limited, First Shanghai Securities Limited, Futu Securities International (Hong Kong) Limited, Long Bridge HK Limited, Morton Securities Limited, Orient Securities (Hong Kong) Limited, Patrons Securities Limited, SDICS International Securities (Hong Kong) Limited and Zhongtai International Securities Limited as the Joint Bookrunners for the Global Offering;

**4.1.4** Citi (in relation to the Hong Kong Public Offering only), Citigroup Global Markets Limited (in relation to the International Offering only), CMBI, GF, Guoyuan, ABCI SECURITIES COMPANY LIMITED, Celestial Securities Limited, China Galaxy International Securities (Hong Kong) Co., Ltd, CMBC Securities Company Limited, First Shanghai Securities Limited, Futu Securities International (Hong Kong) Limited, Long Bridge HK Limited, Morton Securities Limited, Orient Securities (Hong Kong)

Limited, Patrons Securities Limited, SDICS International Securities (Hong Kong) Limited and Zhongtai International Securities Limited as the CMI for the Hong Kong Public Offering; and

**4.1.5** Citi, CMBI, GFSHK and Guoyuan as the Overall Coordinators for the Global Offering, and each of Citi, Citigroup Global Markets Limited, CMBI, GF, Guoyuan, ABCI SECURITIES COMPANY LIMITED, Celestial Securities Limited, China Galaxy International Securities (Hong Kong) Co., Ltd, CMBC Securities Company Limited, First Shanghai Securities Limited, Futu Securities International (Hong Kong) Limited, Long Bridge HK Limited, Morton Securities Limited, Orient Securities (Hong Kong) Limited, Patrons Securities Limited, SDICS International Securities (Hong Kong) Limited and Zhongtai International Securities Limited, relying on the Warranties, confirms its acceptance of each appointment, on and subject to the terms and conditions of this Agreement.

## **4.2 Joint Sponsors**

The Company confirms and acknowledges its appointment, to the exclusion of all others, of Citi and CMBI (*in alphabetical order*) to act as the Joint Sponsors of the Company in relation to its application for Admission. Each of Citi and CMBI (*in alphabetical order*), relying on the Warranties, confirms its acceptance of the 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 engagement letter dated 24 March 2023 and the supplemental engagement letter dated 31 December 2024 (collectively, the “**Engagement Letter**”) which shall remain in full force and effect.

## **4.3 Hong Kong Underwriters**

Each of the Company and the Selling Shareholder appoints, to the exclusion of all others, the Hong Kong Underwriters to underwrite the Hong Kong Public Offering, and each Hong Kong Underwriter, relying on the Warranties, severally (but not jointly or jointly and severally) accepts its appointment, on and subject to the terms and conditions of this Agreement.

## **4.4 Delegation**

**4.4.1** Each appointment referred to in Clause 4.1 to Clause 4.3 has been accepted on the basis, and on terms, that each Appointee is irrevocably authorised to delegate all or any of its rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company, the Controlling Shareholders or the Selling Shareholder) to any one or more of its Affiliates or any other person so long as the affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation.

**4.4.2** Each Appointee will remain liable for all acts and omissions of its delegates to which it has delegated the rights, duties, powers, authorities and discretions pursuant to this Clause 4.4 to the extent that it would have been liable hereunder if it had not delegated such rights, duties, powers and/or discretions.

## **4.5 Conferment of authority**

Each of the Company and the Selling Shareholder confirms that each appointment referred to in Clause 4.1 to Clause 4.3 confers on each Appointee and each of its delegates as referred to in Clause 4.4 all rights, duties, powers, authorities and discretions on behalf of the Company, respectively, which are necessary for, or incidental to, the performance of the

Appointee's role as a global coordinator, lead manager, bookrunner, sponsor or underwriter (as the case may be) and agrees to ratify and confirm everything which the Appointee or any of its delegates as referred to in Clause 4.4 has done or will do within the scope of its appointment or in the exercise of any of such rights, duties, powers, authorities and discretions and which is in compliance with applicable Laws and this Agreement. Each of the Company and the Selling Shareholder confirms 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 of the Hong Kong Public Offering Documents and this Agreement.

#### **4.6 Sub-underwriting**

A Hong Kong Underwriter can enter into sub-underwriting arrangements in respect of any part of its Hong Kong Underwriting Commitment, provided that (i) it cannot offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of applicable Laws or selling restrictions; and (ii) it shall remain liable for all acts and omissions of the sub-underwriter(s) to which it has entered into such sub-underwriting arrangements. All commissions payable for any sub-underwriting arrangements will be borne by the Hong Kong Underwriter absolutely and shall not be for the account of the Company.

#### **4.7 No liability for Offer Price and Offering Documents**

Notwithstanding anything contained in this Agreement, none of the Appointees and the other Indemnified Parties will have any liability whatsoever to the Company, the Controlling Shareholders or the Selling Shareholder or any other person in respect of any of the following matters (each of the Company, the Controlling Shareholders and the Selling Shareholder confirms and accepts that these are solely its responsibilities):

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

**4.7.2** any of the matters referred to in Clauses 13.1.1 to 13.1.3,

and each Indemnified Party can, pursuant to the indemnities contained in Clause 13, recover any Loss incurred, made or suffered as a result of or in connection with any of the foregoing matters.

#### **4.8 No fiduciary duties**

**4.8.1** Each of the Company, the Controlling Shareholders and the Selling Shareholder acknowledges and agrees that:

- (i) the Overall Coordinator, in their roles as such, are acting solely as overall coordinators in connection with the Global Offering;
- (ii) the Sponsor-OCs, in their roles as such, are acting solely as sponsor-overall coordinators in respect of the Global Offering;
- (iii) the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators in connection with the Global Offering;
- (iv) the Joint Lead Managers, in their roles as such, are acting solely as lead managers in connection with the Hong Kong Public Offering;
- (v) the Joint Bookrunners, in their roles as such, are acting solely as bookrunners in connection with the International Offering;



- (vi) the Joint Sponsors, in their roles as such, are acting solely as sponsors in connection with the Company's application for Admission;
- (vii) the CMLs, in their roles as such, are acting solely as capital market intermediaries in connection with the Hong Kong Public 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.

**4.8.2** Each of the Company, the Controlling Shareholders and Selling Shareholder further acknowledges and agrees that:

- (i) each Appointee is acting pursuant to a contractual relationship with the Company, the Controlling Shareholders and Selling Shareholder, in each case entered into on an arm's length basis, and in no event do the parties intend that any Appointee, its delegates or any of them act or be responsible as a fiduciary or adviser to any Group Company, Controlling Shareholder or Selling Shareholder, their respective management, shareholders or creditors or any other person in connection with any activity that each Appointee, its delegates or any of them may undertake or have undertaken in furtherance of the Global Offering, either before or after the date of this Agreement; and
- (ii) the Joint Sponsors are acting in the capacity as a sponsor subject to the Code of Conduct and each of the Joint Sponsors owes duties only to the Stock Exchange and the SFC but not to any other party including the Company, the Controlling Shareholders and the Selling Shareholder.

**4.8.3** Each Appointee expressly disclaims for itself and for each of its delegates any fiduciary, advisory or similar obligations to any Group Company, Controlling Shareholder or Selling Shareholder, either in connection with any transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions, and each of the Company, the Controlling Shareholders and the Selling Shareholder confirms its understanding and agreement to that effect.

**4.8.4** None of the Appointees is advising the Company, the Controlling Shareholders, the Selling Shareholder or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. Each of the Company, the Controlling Shareholders and the Selling Shareholder must consult its own advisers concerning such matters and the Appointees and their respective delegates will have no responsibility or liability to the Company, the Controlling Shareholders or Selling Shareholder with respect thereto.

**4.8.5** The Company, the Controlling Shareholders and the Selling Shareholder, on the one hand, and the Appointees, as applicable, on the other hand, agree that:

- (i) with respect to any transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions,
- (l) they are each responsible for making their own respective independent judgments; and

- (II) none of the Appointees has assumed, or will assume, any fiduciary or advisory or other similar responsibility in favour of any Group Company, the Controlling Shareholder or the Selling Shareholder,

irrespective of whether any of the Appointees have advised or are currently advising any Group Company, Controlling Shareholder or Selling Shareholder on other matters;

- (ii) any opinions or views expressed by the Appointees or their respective delegates, as applicable, to the Company, the Controlling Shareholders or the Selling Shareholder regarding any such transactions, process or matters, including any opinions or views with respect to the price or market for the Offer Shares or, more generally, the Shares, do not constitute advice or recommendations to the Company, the Controlling Shareholders or Selling Shareholder (as the case may be); and
- (iii) the Appointees, as applicable, are acting as principal and not as the agent of any Group Company, the Controlling Shareholder or the Selling Shareholder (except and solely, in the case of the Sponsor-OCs, for the limited purposes of making payment on behalf of the Company, the Controlling Shareholders and the Selling Shareholder of the Trading Fee and the Transaction Levy to the Stock Exchange and the SFC, respectively, as set forth in Clause 6.3.1) nor as the fiduciary or adviser of any Group Company, the Controlling Shareholder or the Selling Shareholder.

**4.8.6** Each of the Company, the Controlling Shareholders and the Selling Shareholder waives and releases, to the fullest extent permitted by Laws, any Actions that the Company, the Controlling Shareholders or the Selling Shareholder may have against any of the Appointees and/or their respective delegates with respect to any breach or alleged breach of any fiduciary, advisory or other similar duty to the Company, the Controlling Shareholders or the Selling Shareholder in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the Shares on the Stock Exchange or any process or matters leading up to such transactions.

**4.8.7** Each of the Company, the Controlling Shareholders and the Selling Shareholder further acknowledges that each Appointee may be engaged in a broad range of transactions that involve interests that differ from those of the Group, the Controlling Shareholders or the Selling Shareholder.

#### **4.9 Several obligations**

**4.9.1** Any transaction carried out by any of the Appointees pursuant to its appointment under Clause 4.1 to Clause 4.3, as applicable, or by any of its delegates (other than a purchase of any Hong Kong Offer Shares by that Appointee or delegate as principal and any stabilisation activity) will constitute a transaction carried out at the request of and for any one or more of the Company, the Controlling Shareholders and the Selling Shareholder (as applicable) and not on account of or for any of the other Appointees or their respective delegates.

**4.9.2** The obligations of each Appointee are several (and not joint or joint and several). None of the Appointees under Clause 4.1 to Clause 4.3 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.

- 4.9.3** Notwithstanding the foregoing, each Appointee under Clause 4.1 to Clause 4.3 can enforce any or all of its rights under this Agreement either alone or jointly with one or more of the other Appointees.

#### **4.10 Receiving Bank and Nominee**

**4.10.1** The Company has appointed the Receiving Bank to receive applications and application monies under the Hong Kong Public Offering and has appointed the Nominee to hold the application monies received by the Receiving Bank under the Hong Kong Public Offering, in each case on and subject to the terms and conditions contained in the Receiving Bank's Agreement.

**4.10.2** The Company will procure (i) each of the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to hold and deal with such application monies on and subject to the terms and conditions contained in the Receiving Bank's Agreement.

#### **4.11 Hong Kong Registrar and HK eIPO White Form Service**

**4.11.1** The Company has appointed the Hong Kong Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications on and subject to the terms and conditions of the Registrar Agreement.

**4.11.2** The Company has also appointed the Hong Kong Registrar to provide services in connection with applications submitted via the HK eIPO White Form Service on and subject to the terms and conditions of the Registrar Agreement.

**4.11.3** The Company will procure the Hong Kong Registrar 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.

### **5 HONG KONG PUBLIC OFFERING**

#### **5.1 Hong Kong Public Offering**

**5.1.1** The Company (in respect of the New Shares) or the Selling Shareholder (in respect of any Sale Shares reallocated to the Hong Kong Public Offering pursuant to this Agreement) will offer, allot and issue the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and 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.

**5.1.2** Subject to the registration of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong by or on behalf of the Company, the Joint Sponsors will arrange for, and the Company will cause, the Formal Notice to be published on the Company's website and the Stock Exchange Website and in the newspapers on the day(s) specified in Schedule 6 (or such other publications and/or day(s) as may be agreed by the Company and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)).

**5.1.3** The Company will, on the Prospectus Date, publish the Prospectus on the official websites of the Stock Exchange ([www.hkexnews.hk](http://www.hkexnews.hk)) and of the Company ([www.china-greentea.com.cn](http://www.china-greentea.com.cn)).

## **5.2 Application Lists**

The Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on that day, provided that in the event of a tropical cyclone warning signal number 8 or above or a “black” rainstorm warning signal or “Extreme Conditions” (as defined in the Prospectus) caused by a super typhoon as announced by the Government of Hong Kong 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 signals remain in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the “**Acceptance Date**” and to the time of opening and closing of the Application Lists will be construed accordingly.

## **5.3 Basis of allocation**

**5.3.1** The Company agrees that the Joint Sponsors and the Sponsor-OCs will have the exclusive right and power, in their sole and absolute discretion, on and subject to the terms and conditions of the Hong Kong Public Offering Documents and this Agreement, to:

- (i) reject or accept in whole or in part any Hong Kong Public Offering Application; and
- (ii) where the number of Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares, determine the basis of allocation of the Hong Kong Offer Shares.

**5.3.2** The Company must, and will procure the Receiving Bank and the Hong Kong Registrar to, provide, as soon as practicable after the close of the Application Lists but no later than 12:00 noon on the first Business Day immediately after the Acceptance Date, the Joint Sponsors and the Sponsor-OCs with such information, calculations and assistance as the Joint Sponsors and the Sponsor-OCs may require to determine, among other things:

- (i) in the event of a Hong Kong Public Offering Under-Subscription, the number of Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications which falls short of the total number of Hong Kong Offer Shares before adjustment and reallocation pursuant to this Agreement;
- (ii) in the event of a Hong Kong Public Offering Over-Subscription, the number of Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications which exceeds the total number of Hong Kong Offer Shares before adjustment and reallocation in accordance with this Agreement; and
- (iii) the basis of allocation of the Hong Kong Offer Shares.

## **5.4 Several underwriting commitments**

**5.4.1** On 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 remain any Hong Kong Offer Shares which have not been validly applied for under Accepted Hong Kong Public Offering Applications or in respect of which

payment has not been cleared (a “**Hong Kong Public Offering Under-Subscription**”), the Hong Kong Underwriters (other than a Hong Kong Underwriter whose Hong Kong Underwriting Commitment has been reduced by Relevant Hong Kong Public Offering Applications to zero) will, pursuant to this Clause 5.4 but subject to Clause 5.8 and Clause 5.10, apply or procure applications for the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsold Hong Kong Offer Shares**”) in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making Hong Kong Public Offering Applications and the terms of payment) and will pay or procure to be paid the full amount payable on application (together with the Brokerage, the Trading Fee and the Transaction Levy) in accordance with Clause 5.7.2, provided that:

- (i) the obligations of the Hong Kong Underwriters in respect of the Unsold Hong Kong Offer Shares under this Clause 5.4 will be several (and not joint or joint and several);
- (ii) the number of Unsold Hong Kong Offer Shares for which each Hong Kong Underwriter is obligated to apply or procure applications will be calculated by applying the formula below (but will not exceed the maximum number of Hong Kong Offer Shares as set forth opposite the name of the Hong Kong Underwriter in Schedule 2):

$$N = T \times [(C - P)/(AC - AP)]$$

where in relation to each Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which that Hong Kong Underwriter is obligated to apply or procure applications under this Clause, subject to such adjustment as the Sponsor-OCs may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after any adjustment or reallocation pursuant to Clause 5.8 and Clause 5.10, as applicable;
- C is the Hong Kong Underwriting Commitment of that Hong Kong Underwriter (ignoring any reduction pursuant to Clause 5.5);
- P is the number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of that Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after any adjustment or reallocation pursuant to Clause 3.1 and Clause 5.10, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Relevant Hong Kong Public Offering Applications of all the Hong Kong Underwriters;

and all parties agree that the determination of the Sponsor-OCs of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 5.4 will be final and binding.

**5.4.2** None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform their obligations under this Clause

5.4 or otherwise under this Agreement. Notwithstanding the foregoing, each Hong Kong Underwriter can enforce any or all of its rights under this Agreement, either alone or jointly with the other Hong Kong Underwriters.

#### **5.5 Hong Kong Underwriters' set-off**

Each Hong Kong Public Offering Application made or procured to be made by a Hong Kong Underwriter (otherwise than pursuant to Clause 5.7) will off-set the Hong Kong Underwriting Commitment of that Hong Kong Underwriter, provided that each Hong Kong Public Offering Application so made has been marked with the name of that Hong Kong Underwriter (or any sub-underwriter of that Hong Kong Underwriter) and the Hong Kong Public Offering Application has been accepted as an Accepted Hong Kong Public Offering Application. Each such Accepted Hong Kong Public Offering Application reduces the Hong Kong Underwriting Commitment of that Hong Kong Underwriter *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application, until that Hong Kong Underwriter's Hong Kong Underwriting Commitment is reduced to zero. Detailed requirements relating to the set-off of the Hong Kong Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 5.

#### **5.6 Accepted Applications**

The Company agrees that all duly completed and submitted Hong Kong Public Offering Applications received prior to the close of the Application Lists and accepted by the Joint Sponsors and the Sponsor-OCs pursuant to Clause 5.3, either in whole or in part, will be accepted by the Company before calling upon any or all of the Hong Kong Underwriters or any of them to perform their respective obligations under Clause 5.4.

#### **5.7 Applications and payment for Unsold Hong Kong Offer Shares**

In the event of a Hong Kong Public Offering Under-Subscription:

- 5.7.1** the Sponsor-OCs must, subject to receiving the relevant information, calculations and assistance from the Company, the Receiving Bank and the Hong Kong Registrar pursuant to Clause 5.3.2(i), notify each Hong Kong Underwriter as soon as practicable and in any event by 7:00 p.m. on the first Business Day immediately after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up by that Hong Kong Underwriter pursuant to Clause 5.4; and
- 5.7.2** each Hong Kong Underwriter must, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day immediately after such notification and subject to the Conditions having been fulfilled or waived in accordance with the terms of this Agreement:
  - (i) make application(s) for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it, specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each applicant, and deliver to the Sponsor-OCs records for the duly completed applications; and
  - (ii) pay, or procure to be paid, to the Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it (which will include all amounts on account of the Brokerage, the Trading Fee and the Transaction Levy in accordance with the terms of the Hong Kong Public Offering); and

**5.7.3** the Company must, as soon as practicable and not later than 9:00 a.m. on 15 May 2025 (being the date specified in the Prospectus for the despatch of share certificates):

- (i) allot and issue to the applicants the Hong Kong Offer Shares stated in the application(s) pursuant to Clause 5.7.2; and
- (ii) procure the Hong Kong Registrar to issue and deliver valid share certificates in respect of such Hong Kong Offer Shares, in each case in compliance with Clause 6.1.

## **5.8 Sponsor-OCs may make applications**

In the event of a Hong Kong Public Offering Under-Subscription, the Sponsor-OCs will have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as will be agreed among themselves) and in relation to which they are under no obligation to exercise) to apply or procure applications for (subject to and in accordance with the Hong Kong Public Offering Documents and this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to subscribe or procure subscription pursuant to Clause 5.4. Any application submitted or procured to be submitted by the Sponsor-OCs pursuant to this Clause 5.8 in respect of which payment is made *mutatis mutandis* in accordance with Clause 5.7 will satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 5.4, but will not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.

## **5.9 Reallocation from the International Offering to the Hong Kong Public Offering**

**5.9.1** If (i) the number of Hong Kong Offer Shares under Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares before adjustment and reallocation in accordance with this Agreement (a “**Hong Kong Public Offering Over-Subscription**”) and (ii) the International Offering before any reallocation is fully-subscribed or over-subscribed, then in addition to any reallocation required under Clause 5.9.3, the Sponsor-OCs may in their sole and absolute discretion 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.

**5.9.2** If the Hong Kong Public Offering Over-Subscription represents a subscription of less than 15 times of the number of Hong Kong Offer Shares (before adjustment and reallocation in accordance with this Agreement), then the Sponsor-OCs may in their sole and absolute discretion reallocate Offer Shares from the International Offering to the Hong Kong Public Offering, subject to a maximum of 33,672,800 Offer Shares to be so reallocated.

**5.9.3** If (i) the International Offering before any reallocation is fully-subscribed or over-subscribed and (ii) the Hong Kong Public Offering Over-Subscription represents a subscription of 15 times or more of the number of Hong Kong Offer Shares (before adjustment and reallocation in accordance with this Agreement), then Offer Shares will be reallocated from the International Offering to the Hong Kong Public Offering in the following manner:

| Number of times Hong Kong Public Offering Over-subscription | The final number of Offer Shares available under the Hong Kong Public Offering | Percentage of the final number of Hong Kong Offer Shares which bears to the Offer Shares (before the exercise of the Over-allotment Option) |
|---|--|---|
| 15 times or more but less than 50 times                     | 50,509,200 Shares  | 30%   |
| 50 times or more but less than 100 times                    | 67,345,600 Shares  | 40%   |
| 100 times or more   | 84,182,000 Shares  | 50%   |

**5.9.4** In the event of a reallocation permitted or required in Clause 5.9.1, Clause 5.9.2 or Clause 5.9.3:

- (i) the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such proportions as the Sponsor-OCs may, in their sole and absolute discretion, determine (in the case of a permitted reallocation) or will be reduced accordingly (in the case of a required reallocation); and
- (ii) the Hong Kong Underwriters will not be entitled to the underwriting commission referred to in Clause 7.1 in respect of the Offer Shares reallocated from the International Offering to the Hong Kong Public Offering.

**5.9.5** In the event of a reallocation permitted under Clause 5.9.2, the Company must disclose in its allotment results announcement:

- (i) details of reallocation of Offer Shares to the Hong Kong Public Offering; and
- (ii) a confirmation from each Joint Sponsor and the Directors that the reallocation has complied with all the conditions and requirements prescribed by the Stock Exchange.

#### **5.10 Reallocation from the Hong Kong Public Offering to the International Offering**

In the event of a Hong Kong Public Offering Under-Subscription, the Sponsor-OCs may (but will have no obligation to), in their sole and absolute discretion, reallocate all or any of the Unsold Hong Kong Offer Shares from the Hong Kong Public Offering to the International Offering and make available the reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsold Hong Kong Offer Shares and the respective Hong Kong Underwriting Commitments of the Hong Kong Underwriters may be reduced in such manner and proportions as the Sponsor-OCs may, in their sole and absolute discretion, determine. 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 Unsold Hong Kong Offer Shares which have been reallocated to the International Offering.



### **5.11 Hong Kong Underwriters' obligations cease**

All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 5.7 or Clause 5.8 or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement).

### **5.12 Implementation of the Hong Kong Public Offering**

Without prejudice to the foregoing obligations, each of the Company and the Controlling Shareholders jointly and severally undertakes, and the Selling Shareholder severally (but not jointly or jointly and severally) undertakes, with each Appointee to take all such actions and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements to facilitate the Admission of the Shares on the Main Board of the Stock Exchange.

## **6 ALLOTMENT AND PAYMENT**

### **6.1 Issue of Hong Kong Offer Shares**

The Company shall, as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by no later than 9:00 a.m. on 15 May 2025 (being the date specified in the Prospectus for the despatch of share certificates):

- 6.1.1** duly allot and issue, conditional upon the fulfilment of the Conditions (unless waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and this Agreement to the applicants specified in the Accepted Hong Kong Public Offering Applications and in the numbers specified by the Sponsor-OCs 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;
- 6.1.2** procure the Hong Kong Registrar to enter the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) in the register of members of the Company accordingly (without payment of any registration fee); and
- 6.1.3** procure the Hong Kong Registrar to issue and despatch, or deliver or release, share certificates in respect of the Accepted Hong Kong Public Offering Applications (in such number and denomination as directed by the Sponsor-OCs) to the successful applicants or, where appropriate, HKSCC Nominees Limited for immediate credit to such CCASS stock accounts as will be notified by the Sponsor-OCs to the Company or make them available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents.

Notwithstanding the above, if any Sale Shares is reallocated to the Hong Kong Public Offering pursuant to this Agreement, the Hong Kong Underwriters' underwriting obligations are subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement, and the Global Offering having become unconditional and not otherwise terminated. In such event, the Selling Shareholder shall, as soon as practicable after 8:00 a.m. on the business day after the Acceptance Date but in no event later than 8:00 a.m. on the second business day after the Acceptance Date, against receipt of such applications and payments in relation thereto in accordance with Clause 5, and upon receipt

of the list of allottees for the Hong Kong Offer Shares, duly transfer to the said applicants or to such persons nominated by the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and will duly transfer, and authorise the delivery to the Hong Kong Underwriters (or as they may direct) of valid share certificates in respect of such Hong Kong Offer Shares in the names of the respective applicants or in the name of HKSCC for credit to the relevant CCASS participants' account of the applicants.

## **6.2 Payment to the Company and the Selling Shareholder**

- 6.2.1** Subject to this Agreement not having been terminated and the terms of the Receiving Bank's Agreement and this Agreement, the Sponsor-OCs will issue a written confirmation to the Nominee on the Listing Date at or around 9:30 a.m. that the Conditions have been fulfilled (or waived). Subject to Clause 6.2.2 and upon the Nominee receiving the confirmation, the application monies received in respect of Accepted Hong Kong Public Offering Applications and held by the Nominee will be paid in Hong Kong dollars to the Company in accordance with the Receiving Bank's Agreement by wire transfer to the account in Hong Kong specified by the Company and notified to the Sponsor-OCs in writing as soon as practicable after the signing of this Agreement (but in any event by no later than the Acceptance Date) in immediately available funds.
- 6.2.2** The Company irrevocably and unconditionally authorises the Sponsor-OCs to direct the Nominee to deduct from the application monies (before payment of the application monies to the Company as provided in Clause 6.2.1) and pay to the Sponsor-OCs (and where a person other than the Sponsor-OCs is entitled to any amount so deducted, such amount will be received by the Sponsor-OCs on behalf of that person) all amounts payable by the Company and the Selling Shareholder pursuant to Clause 6.3 and Clause 7.
- 6.2.3** To the extent that the amounts deducted by the Nominee under Clause 6.2.2 are insufficient to cover, or the Nominee does not or will not deduct the sum required in Clause 6.2.2, the Company and the Selling Shareholder (as the case may be) must, and the Controlling Shareholders must procure the Company to, pay or cause to be paid in full the shortfall or the amounts not so deducted, as applicable, as soon as possible after the Listing Date and forthwith upon demand by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) or by the relevant party entitled to the amount payable by the Company and the Selling Shareholder.
- 6.2.4** The net amount the Company and the Selling Shareholder, through the bank account of the Company and the Selling Shareholder (details of which will be notified by the Company and the Selling Shareholder pursuant to this Agreement three days before the Listing Date) will be entitled to receive pursuant to this Clause 6.2 and the Receiving Bank's Agreement will (if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to a refund of application monies.

## **6.3 Brokerage, Trading Fee and Transaction Levy**

- 6.3.1** The Company and the Selling Shareholder irrevocably and unconditionally authorises the Sponsor-OCs to direct the Nominee to deduct and pay on behalf of:

- (i) all successful applicants under the Hong Kong Public Offering (a) to the persons entitled to receive it the Brokerage, (b) to the Stock Exchange the Trading Fee and (c) to the SFC and the AFRC the Transaction Levy, in each case in respect of the Accepted Hong Kong Public Offering Applications; and
- (ii) the Company and the Selling Shareholder (a) to the Stock Exchange the Trading Fee and (b) to the SFC and the AFRC the Transaction Levy, in each case in respect of the Accepted Hong Kong Public Offering Applications,

such amounts to be paid out of the application monies received in respect of Hong Kong Public Offering Applications.

**6.3.2** The respective entitlements of each Hong Kong Underwriter to the Brokerage will be paid as separately agreed between the Sponsor-OCs and the Hong Kong Underwriters.

#### **6.4 Refund cheques**

The Company will procure, in accordance with the terms of the Receiving Bank's Agreement and the Registrar Agreement, the Nominee to pay refunds of application monies, and the Hong Kong Registrar to arrange for the distribution of refund cheques, to those successful and unsuccessful applicants under the Hong Kong Public Offering who are entitled to receive refunds of application monies (in whole or in part) in accordance with the Hong Kong Public Offering Documents.

#### **6.5 Separate bank account**

The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications will be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank's Agreement.

#### **6.6 No responsibility for default**

Each of the Company and the Selling Shareholder acknowledges and agrees that none of the Appointees has any liability whatsoever under Clause 6 or Clause 7 or otherwise for any default by the Nominee or the Hong Kong Registrar or any other application or otherwise of funds.

### **7 COMMISSIONS AND COSTS**

#### **7.1 Underwriting commission**

**7.1.1** Subject to this Agreement having become unconditional and not having been terminated under its terms, in consideration of the Hong Kong Underwriters assuming their Hong Kong Public Offering Underwriting Commitment, the Company (in respect of the New Shares to be offered) and the Selling Shareholder (in respect of the Sale Shares to be sold) will pay the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) an underwriting commission equal to 3.00 per cent. of the Reference Hong Kong Public Offering Amount (the "**Base Underwriting Commission**"), out of which the Hong Kong Underwriters will pay any sub-underwriting commissions payable. The respective entitlements of the Hong Kong Underwriters to the Base Underwriting Commission will be paid as separately agreed between the Sponsor-OCs and the Hong Kong Underwriters. Notwithstanding anything to the contrary, if any of the Hong Kong Offer Shares comprises the Sale Shares reallocated from the International Offering to the

Hong Kong Public Offering pursuant to this Agreement, the Selling Shareholder, rather than the Company, shall, in proportion to the number of Sale Shares sold by the Selling Shareholder, be responsible for payment of the fixed underwriting commission equal to 3.00 per cent of the aggregate Offer Price in respect of any Sale Shares reallocated from the International Offering to the Hong Kong Public Offering, and shall pay such underwriting commission to the International Underwriters, rather than the Hong Kong Underwriters, in accordance with the International Underwriting Agreement.

**7.1.2** Each of the Company (in respect of the New Shares) and the Selling Shareholder (in respect of the Sale Shares) agrees at the respective sole and absolute discretion of the Company (in respect of the New Shares) and the Selling Shareholder (in respect of the Sale Shares), the Company and the Selling Shareholder may elect to pay to the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) a discretionary incentive fee of up to 1.0 per cent. of the Reference Hong Kong Public Offering Amount (the “**Discretionary Incentive Fee**”).

**7.1.3** If each of the Company (in respect of the New Shares) and the Selling Shareholder (in respect of the Sale Shares) elects to pay any Discretionary Incentive Fee:

- (i) such Discretionary Incentive Fee will be paid by the Company (in respect of the New Shares to be offered) and the Selling Shareholder (in respect of the Sale Shares to be sold) by the Listing Date; and
- (ii) the respective entitlements of the Hong Kong Underwriters to any Discretionary Incentive Fee will be:
  - (I) determined by the Company (in respect of the New Shares) and the Selling Shareholder (in respect of the Sale Shares) at their respective sole and absolute discretion and set out in a notice to be delivered by the Company to the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) as soon as practicable and in any event by 14 May 2025; and
  - (II) paid as separately agreed between the Sponsor-OCs and the Hong Kong Underwriters.

## **7.2 Costs of the Company and the Selling Shareholder**

**7.2.1** All costs, expenses, fees, charges and Taxation in connection with or incidental to the Global Offering, the listing of the Shares on the Stock Exchange, this Agreement and the transactions contemplated thereby or in this Agreement, including the following:

- (i) the underwriting commissions;
- (ii) the remaining payable engagement fee of each Joint Sponsor as set out in the supplemental sponsor engagement letter between the Joint Sponsors and the Company dated 31 December 2024;
- (iii) fees and expenses of all the legal advisers to the Company, with each of whom the Company has signed a fee letter;
- (iv) fees and expenses of all the legal advisers to the Underwriters;
- (v) fees and expenses of the Reporting Accountants;

- (vi) fees and expenses of the Receiving Bank and the Nominee;
- (vii) fees and expenses of the Hong Kong Registrar;
- (viii) fees and expenses of the Internal Control Consultant;
- (ix) fees and expenses of the Industry Consultant;
- (x) fees and expenses of all the translators;
- (xi) fees and expenses of any public relations consultants;
- (xii) fees and expenses of other agents and advisers of the Company;
- (xiii) fees and expenses in connection with the application for, and the maintenance of, the listing of the Shares on the Stock Exchange;
- (xiv) fees and expenses in connection with the filing or registration of any document, or any amendment or supplemental thereto, with any Authority, including the Stock Exchange, the SFC, CSRC and the Registrar of Companies in Hong Kong;
- (xv) fees, costs and expenses in connection with any roadshow, press conference, pre-marketing and investor education activities relating to the Global Offering, which shall be set out in a schedule and agreed among the Company, the Joint Global Coordinators and the Underwriters the day before the Listing Date;
- (xvi) costs and expenses incurred for deal launching and bookbuilding;
- (xvii) costs and expenses in connection with printing and advertising in relation to the Global Offering, including that of the financial printer;
- (xviii) costs and expenses in connection with preparing, despatching and distributing the Offering Documents, and all amendments and supplements thereto, in all relevant jurisdictions;
- (xix) fees, costs and expenses in connection with conducting the syndicate analysts' briefing and other presentations;
- (xx) all fees and expenses of conducting company searches, litigation and legal proceeding searches, bankruptcy and insolvency searches, directorship searches and background searches in connection with the Global Offering agreed by the Company to be conducted;
- (xxi) costs and expenses in connection with preparing, printing, delivering, despatching and distributing (including transportation, packaging and insurance) share certificates, letters of regret and refund cheques;
- (xxii) the Trading Fee and the Transaction Levy payable by the Company, and all capital duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, allotment, issue, sale and delivery of the Offer Shares;
- (xxiii) CCASS fees payable in connection with the Global Offering; and
- (xxiv) all reasonable out-of-pocket expenses, which shall not exceed US\$200,000 in the aggregate as set out in the Engagement Letter separately entered into

between each of the Joint Sponsors and the Company and shall be set out in a schedule and agreed among the Company, the Joint Sponsors and the Underwriters the day before the Listing Date (for the avoidance of doubt, the out-of-pocket expenses (a) shall not include costs and expenses agreed to be paid directly by the Company, (b) does not include expenses to be reimbursed pursuant to the section entitled "Indemnification" in the Engagement Letter and Clause 13 of this Agreement, and (c) any excess of which could be reimbursable with further consent of the Company), incurred by each Appointee and its delegates in connection with the Global Offering which are not otherwise specifically provided for in this Clause 7.2

will be borne by the Company, and the Company will, and the Controlling Shareholders will procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. All costs and expenses remain payable if the Global Offering does not proceed. For the avoidance of doubts, the Selling Shareholder shall not be responsible to pay any and all such costs, expenses, fees, charges and Taxation payable by the Company under this Clause 7.2.1.

**7.2.2** The Selling Shareholder agrees that (i) all the fees, costs, charges, Taxation and expenses incurred by the Selling Shareholder as a whole in connection with or incidental to the sale of Sale Shares and its associated transactions and/or this Agreement and the International Underwriting Agreement, and the transactions contemplated thereby or hereby (including without limitation any stamp duty in respect of the Sale Shares to be paid by the Selling Shareholder and subscribers or purchasers of the Offer Shares, brokerage, trading fee and the transaction levies of the Sale Shares) payable by the Selling Shareholder, and all capital duty (if any), premium duty (if any), tax, levy and other fees, costs and expenses payable in respect of the creation, issue, sale and delivery of such Sale Shares, the Global Offering, and the execution and delivery of and the performance of any provisions of this Agreement and/or the International Underwriting Agreement, all processing charges and related expenses payable to Hong Kong Securities Clearing Company Limited by the Selling Shareholder in relation to the Global Offering with respect to the Sale Shares, all CCASS transaction fees payable in connection with the sale of Sale Shares) shall be borne by the Selling Shareholder; (ii) all the fees and costs separately incurred by the Selling Shareholder itself shall be borne by such Selling Shareholder itself (including without limitation, their own legal counsel fees and expenses). If any costs, expenses, fees, stamp duty or charges is paid or to be paid by any of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMLs or the Underwriters for the Sale Shares or the Selling Shareholder, the relevant Selling Shareholder shall reimburse such costs, expenses, fees or charges to the relevant Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the CMLs or the Underwriters on an after-tax basis.

**7.2.3** If this Agreement is rescinded or terminated or does not become unconditional or, for any other reason, the Global Offering does not proceed, the Company and the Selling Shareholder will not be liable to pay the Base Underwriting Commission or Discretionary Incentive Fee under Clause 7.1, but the Company must, and the Controlling Shareholders will procure the Company to, pay or reimburse or cause to be paid or reimbursed:

- (i) all costs, expenses, fees, charges and Taxation referred to in Clause 7.2 which have been incurred or are liable to be paid by any Appointee; and
- (ii) all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 7.2,

in each case forthwith upon demand by any Appointee or the relevant party which incurred such costs, expenses, fees, charges and Taxation, as the case may be.

### **7.3 Costs of Appointees**

Save as set out in this Clause and subject to Clause 13, the Company and the Selling Shareholder will not be liable to reimburse any Appointee for any cost, expense, fee, charge or Taxation incurred by it in connection with or incidental to the Global Offering, the listing of the Shares on the Stock Exchange, this Agreement or the transactions contemplated thereby or hereby.

## **8 STABILISATION**

### **8.1 Stabilising Manager**

**8.1.1** The Company appoints CMB International Global Markets Limited, to the exclusion of all others, as the Stabilising Manager in connection with the Global Offering. The Stabilising Manager may (but with no obligation to and not as agent for the Company, the Controlling Shareholders or the Selling Shareholder) purchase, over-allocate or effect any other transaction in the market or otherwise take such other actions with a view to supporting the market price of the Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date ("**stabilising action**"), provided that the Stabilising Manager must comply with the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance and all other applicable Laws. Any stabilisation action, if taken, may be discontinued at any time.

**8.1.2** The Stabilising Manager may, in its sole and absolute discretion, appoint any of its Affiliates and/or any other persons to be its agent for the purposes of taking any stabilising action, with such authorities and rights as the Stabilising Manager has pursuant to this Clause 8.1.

### **8.2 Stabilising losses and profits**

**8.2.1** Any liability, cost, expense, fee, loss, charges or Taxation resulting from any stabilising action (including over-allocation) will be debited from, and any profit arising from any stabilising action will be credited by the Stabilising Manager to, a stabilisation account. Arrangements regarding the stabilisation account will be a matter exclusively for the Sponsor-OCs, the Hong Kong Underwriters and the International Underwriters governed by the Intersyndicate Agreement, or otherwise as agreed among them.

**8.2.2** The Company and the Selling Shareholder will not be responsible for any liability, cost, expense, fee, loss, charges or Taxation, and will not be entitled to any profit, arising from stabilising actions activities and transactions effected by the Stabilising Manager or its agent pursuant to Clause 8.2.1.

### **8.3 No stabilisation action by any one other than the Stabilising Manager**

Each of the Company, the Controlling Shareholders, the Selling Shareholder and the Appointees (in each case other than the Stabilising Manager) undertakes to each Appointee (other than itself) that it will not, and will cause (a) each of its directors, officers, employees and Affiliates, (b) each of the directors, officers and employees of each of its Affiliates, and (c) any person acting on its behalf or on the behalf of any of the persons referred to in (a) or (b), not to:

- 8.3.1** take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in the stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise;
- 8.3.2** 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
- 8.3.3** take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilising) Rules under the Securities and Futures Ordinance or otherwise.

## **9 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS OF THE COMPANY, THE CONTROLLING SHAREHOLDERS AND THE SELLING SHAREHOLDER**

### **9.1 Warranties**

- 9.1.1** Each of the Company and the Controlling Shareholders jointly and severally represents, warrants and undertakes with respect to each of the Warranties in Part A of Schedule 3, each of the Controlling Shareholders jointly and severally represents, warrants and undertakes with respect to each of the Warranties in Part B of Schedule 3, and the Selling Shareholder represents, warrants and undertakes with respect to each of the Warranties in Part C of Schedule 3, to each Appointee that each of the Warranties is true, accurate and not misleading on the terms set out in this Clause.
- 9.1.2** Each of the Company, the Controlling Shareholders and the Selling Shareholder acknowledges that each Appointee is entering into this Agreement in reliance upon the Warranties made by them respectively.
- 9.1.3** Each Warranty will be construed separately and independently and will not be limited or restricted by reference to or inference from the terms of any of the other Warranties or any other term of this Agreement.

### **9.2 Repetition of Warranties**

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 will be deemed to have been repeated, in each case with reference to the facts and circumstances then subsisting:

- 9.2.1** on the date of the registration of the Prospectus by the Registrar of Companies in Hong Kong;



- 9.2.2** on the Prospectus Date;
- 9.2.3** on the Acceptance Date;
- 9.2.4** immediately prior to the Time of Sale (as defined in the International Underwriting Agreement);
- 9.2.5** immediately prior to (a) the delivery by the Sponsor-OCs or any other Hong Kong Underwriter of duly completed applications and (b) the payment by the Sponsor-OCs or any other Hong Kong Underwriter for the Hong Kong Offer Shares to be taken up by them, respectively, pursuant to Clause 5.4, Clause 5.7 or Clause 5.8 (as the case may be);
- 9.2.6** immediately prior to 8:00 a.m. on the Listing Date; and
- 9.2.7** immediately prior to the commencement of dealings in the Shares on the Stock Exchange.

For the avoidance of doubt, nothing in the Clause 9.2 shall affect the on-going nature of the Warranties.

### **9.3 Notice of breach of Warranties**

Each of the Company, the Controlling Shareholders and the Selling Shareholder undertakes to forthwith notify the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of its respective Warranties is untrue, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates or times specified in Clause 9.2 or if it becomes aware of any event or circumstance which would or might cause any of its respective Warranties to become untrue, inaccurate or misleading in any respect.

### **9.4 Undertaking not to breach Warranties**

Each of the Company, the Controlling Shareholders and the Selling Shareholder undertakes to each Appointee not to, and to procure each Group Company not to, do or omit to do anything or permit to occur any event which would or might render any of its respective Warranties untrue, inaccurate or misleading in any respect at any time up to the last to occur of the dates or times specified in Clause 9.2 or which could materially and adversely affect the Global Offering.

### **9.5 Remedial action and announcements**

- 9.5.1** Each of the Company, the Controlling Shareholders and the Selling Shareholder will notify the Sponsor-OCs as soon as practicable if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates or times on which its respective Warranties are deemed to be given pursuant to the provisions of Clause 9.2:
- (i) any event occurs or any circumstance exists which renders or could render untrue or inaccurate or misleading in any respect any of the Warranties, or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement; or
  - (ii) any event occurs or any circumstance exists which requires or could require the making of any change to any Offering Document so that the Offering

Document would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements in there, in the light of the circumstances under which they were made, not misleading; or

- (iii) it becomes necessary or desirable for any other reason to amend or supplement any Offering Document; or
- (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering arises and,

and in each of the cases described in sub-Clause (i) to sub-Clause (iv), the Company or the Selling Shareholder, as the case may be, at its own expense, must as soon as practicable take such remedial action as may be required by the Sponsor-OCs, including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the expense of the Company or the Selling Shareholder, as the case may be, such amendments or supplements to any Offering Document as the Sponsor-OCs may require and supplying the Sponsor-OCs and such persons as they may direct, with such number of copies of such amendments or supplements as they may require, provided that the Company or the Selling Shareholder, as the case may be, will obtain the written consent of the Sponsor-OCs prior to the publication or distribution of such amendment or supplement. Without prejudice to the foregoing, each of the Company, the Controlling Shareholders and the Selling Shareholder agrees not to make any amendment or supplement to any Offering Document without the prior written approval of the Sponsor-OCs.

**9.5.2** If any matter or event referred to in Clause 9.5.1 occurs, nothing in this Agreement will prejudice any rights that any Appointee may have in connection with the occurrence of such matter or event, including any rights arising under Clause 12 or Clause 13.

## **9.6 Knowledge of the Company, the Controlling Shareholders and the Selling Shareholder**

A reference in this Clause 9 or in Part A, Part B or Part C of Schedule 3 to the Company's, the Controlling Shareholders' or the Selling Shareholder's respective knowledge, information, belief or awareness or any similar expression will be deemed to (a) refer to the knowledge of the directors of the Company, the directors of Yielding Sky, Contemporary Global Investments, Time Sonic, Absolute Smart, East Superstar, Vistra Trust and the Individual Controlling Shareholders, and the directors of the Selling Shareholder, each of whom will be deemed to have knowledge of such matters as they would have discovered had they made all due and careful enquiries, and (b) include an additional statement that the directors of the Company, the directors of Yielding Sky, Contemporary Global Investments, Time Sonic, Absolute Smart, East Superstar, Vistra Trust and Individual Controlling Shareholders and the directors of the Selling Shareholder have used their respective best endeavours to ensure that all information given in the relevant Warranty is true, complete and accurate in all respects. Notwithstanding that any Appointee has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Appointees under this Clause will not be prejudiced by such knowledge, investigation and/or enquiry.

## **9.7 Obligations personal**

The obligations of each of the Company, the Controlling Shareholders and the Selling Shareholder under this Agreement will be binding on each of their respective personal representatives or their successors in title.

## **9.8 Release of obligations**

Any Appointee may in its sole and absolute discretion release, compound or compromise or give time or indulgence in relation to the liability of another Appointee without in any way prejudicing or affecting its rights against the other Appointees under the same or a similar liability.

## **9.9 Consideration**

The Company, the Controlling Shareholders and the Selling Shareholder have entered into this Agreement, and agreed to give the representations, warranties, undertakings and indemnities in this Agreement, in consideration of the Appointees agreeing to enter into this Agreement.

## **9.10 Amendment or supplement**

For the purpose of this Clause 9, if an amendment or supplement to any Offering Documents is published after the date of this Agreement, the representations, warranties, agreements and undertakings relating to any such documents given pursuant to this Clause 9 will be deemed to be repeated on the date of publication of each amendment or supplement, and when so repeated, the representations, warranties, agreements and undertakings relating to such documents will be read and construed subject to the provisions of this Agreement as if the references therein to such documents include such documents when read together with such amendment or supplement.

## **9.11 Full force**

The Warranties will 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. Nothing in this Agreement will affect the on-going nature of the Warranties.

# **10 RESTRICTIONS ON ISSUE, DISPOSAL OR BUY-BACK OF SECURITIES**

## **10.1 Lock-up on the Company**

**10.1.1** The Company undertakes to each Appointee not to (except for the offer, allotment and issue of the Offer Shares pursuant to the Global Offering, including pursuant to any exercise of the Over-Allotment Option), during the period commencing on the date of this Agreement and ending on, and including, the date that is six months after the Listing Date (the “**First Six-Month Period**”), without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

- (i) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, hypothecate, hedge, 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 contract or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or any other equity securities of the Company or any interest in any of the foregoing (including any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to subscribe for or purchase, any Shares or any other equity securities of the Company);

- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Shares or any other equity securities of the Company or any interest in any of the foregoing (including any equity securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to subscribe for or purchase, any Shares or any other equity securities of the Company);
- (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 10.1.1(i) or Clause 10.1.1(ii); or
- (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 10.1.1(i), Clause 10.1.1(ii) or Clause 10.1.1(iii),

in each case, whether the transaction is to be settled by delivery of Shares or such other equity securities of the Company or in cash or otherwise (whether or not the allotment or issue of Shares or such other equity securities of the Company will be completed within the First Six-Month Period).

**10.1.2** In the event that, during the period of six months immediately following the expiry of the First Six-Month Period (the **"Second Six-Month Period"**), the Company enters into any of the transactions specified in Clause 10.1.1(i), Clause 10.1.1(ii) or Clause 10.1.1(iii) or offers to or agrees to or announces any intention to effect any such transaction, the Company will take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the Shares or any other equity securities of the Company.

## **10.2 Maintenance of public float**

**10.2.1** The Company undertakes to each Appointee that it will comply with the minimum public float requirements specified in the Listing Rules or in any waiver granted to the Company and not revoked by the Stock Exchange (the **"Minimum Public Float Requirement"**).

**10.2.2** The Company further undertakes to each Appointee that it will not agree to or effect any purchase of Shares which may reduce the holdings of Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the Minimum Public Float Requirement on or before the first anniversary of the Listing Date.

## **10.3 Controlling Shareholders to procure the Company to comply with undertakings**

Each of the Controlling Shareholders undertakes to each Appointee to procure the Company to comply with the undertakings given by the Company in this Clause 10.

#### 10.4 Lock-up on the Controlling Shareholders

Each of the Controlling Shareholders undertakes to the Company and each Appointee that, without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) and unless in compliance with the requirements of the Listing Rules:

**10.4.1** he/she/it will not (save for (i) any sale of Shares by it pursuant to the Global Offering, including pursuant to any exercise of the Over-Allotment Option and (ii) any lending of Shares by it pursuant to the Stock Borrowing Agreement)), during the First Six-Month Period,

- (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, hedge, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or any other 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, or any warrants or other rights to purchase, any Shares or any other securities of the Company) beneficially owned by it as at the Listing Date (the “**Locked-up Securities**”);
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Locked-up Securities;
- (iii) enter into any transaction with the same economic effect as any transaction specified in Clause 10.4.1(i) or Clause 10.4.1(ii) above; or
- (iv) offer to or agree to or announce any intention to effect any transaction specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) above, in each case, whether the transaction is to be settled by delivery of Shares or such other securities of the Company or in cash or otherwise;

**10.4.2** he/she/it will not, at any time during the Second Six-Month Period, enter into any of the transactions specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) or offer to or agree to or announce any intention to effect any such transaction if, immediately following any sale, transfer or disposal or upon the exercise or enforcement of any option, right, interest or Encumbrance pursuant to such transaction, the shareholding of the Time Sonic in the Company will be reduced to below 30%; and

**10.4.3** until the expiry of the Second Six-Month Period, in the event that he/she/it enters into any of the transactions specified in Clause 10.4.1(i), Clause 10.4.1(ii) or Clause 10.4.1(iii) or offers to or agrees to or announces any intention to effect any such transaction, he/she/it will take all reasonable steps to ensure that any such transaction, offer, agreement or announcement will not create a disorderly or false market in the Shares or any other securities of the Company.

The restrictions in Clause 10.4 do not apply to any pledge or charge of any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or

exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other equity securities of the Company) after the Global Offering in favor of an authorized institution as defined in the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) for a bona fide commercial loan.

#### **10.5 Full force**

The undertakings in this Clause 10 will remain in full force and effect notwithstanding the completion of Global Offering.

### **11 FURTHER UNDERTAKINGS**

#### **11.1 Global Offering**

**11.2** The Company undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, comply with the terms and conditions of the Global Offering and all obligations imposed upon it by the Companies Ordinance, Companies (WUMP) Ordinance, the Listing Rules or the CSRC Rules and all requirements of the Stock Exchange, the SFC, the CSRC or other applicable Laws or other Authorities in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including:

**11.2.1** doing all such acts and things as are necessary or desirable to ensure that Admission occurs and is not subsequently withdrawn, cancelled or revoked;

**11.2.2** making all necessary Approvals and Filings (including the CSRC Filings) with the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC, the CSRC and other relevant Authority, 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;

**11.2.3** making available for display on the websites of the Stock Exchange at [www.hkexnews.hk](http://www.hkexnews.hk) and the Company, the documents referred to in the section headed "Documents Delivered to the Registrar of Companies and Available for Display" in Appendix VI to the Prospectus for the period and at the stated address;

**11.2.4** using its best endeavours to procure that (a) the Hong Kong Registrar will comply in all respects with the terms of its appointment under the terms of the Registrar Agreement, (b) each of the Receiving Bank and the Nominee will comply in all respects with the terms of their respective appointments under the terms of the Receiving Bank's Agreement, and (c) each of the Hong Kong Registrar, the Receiving Bank's and the Nominee will do all such acts and things as may be required to be done by it in connection with the Global Offering and the transactions contemplated in this Agreement (including any instructions or requests from the Sponsor-OCs);

**11.2.5** using its best endeavours to procure that the Hong Kong Registrar will perform its obligations in connection with the HK eIPO White Form Service and comply with the agreement between themselves, all applicable Laws (including the Guidelines for Electronic Public Offerings published by the SFC and the Operational Procedures for eIPO Applications Submitted via Banks/Stockbrokers issued by the Federation of

Share Registrars Limited) and any reasonable instructions from the Sponsor-OCs in connection with the HK eIPO White Form Service;

- 11.2.6** procuring that none of the Directors and his/her respective Associates will himself/herself (or through a company controlled by him/her) apply for any Hong Kong Offer Share either in his/her own name or through nominees unless permitted to do so under the Listing Rules and having obtained the prior written confirmation from the Stock Exchange to that effect;
- 11.2.7** without prejudice to Clause 11.2.6, procuring that no “core connected person” (as defined in Chapter 1 of the Listing Rules) of the Company will itself (or through a company controlled by it) apply for any Hong Kong Offer Share either in its own name or through nominees unless permitted to do so under the Listing Rules and having obtained the prior written confirmation from the Stock Exchange to that effect, and if the Company becomes aware of any application or indication of interest for any Hong Kong Offer Share by any core connected person, its controlled company or nominee, it will forthwith notify the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters);
- 11.2.8** at the request of the Sponsor-OCs, using its best efforts to procure that the arrangements provided for in the Receiving Bank's Agreement and the Registrar Agreement be varied and/or supplemented in the manner requested by the Sponsor-OCs in case of an unexpectedly high volume of applications under the Hong Kong Public Offering; and
- 11.2.9** not, and procuring each Group Company and/or any of their respective directors, officers, Affiliates or agents not, providing any material information, including forward-looking information (whether qualitative or quantitative), which is not reasonably expected to be included in the Prospectus, the Preliminary Offering Memorandum and the Final Offering Memorandum and which is not publicly available to any research analyst of the Sponsor-OCs and of each of the Underwriters at any time up to or on the date falling 40 days after the Acceptance Date;
- 11.3** The Selling Shareholder undertakes to the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters to 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 Company (Winding Up and Miscellaneous Provisions) Ordinance, the Securities and Futures Ordinance, and the Listing Rules and all requirements of the Stock Exchange or the SFC or any other Governmental Authority and all applicable Laws in respect of or by reason of the matters contemplated by this Agreement and otherwise in connection with the Global Offering, including but without limitation to:

  - 11.3.1** complying in all respects with the terms and conditions of the Global Offering and, in particular, its obligation to sell 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 5.4, to the applicants under Clauses 5.7 and 5.8, respectively;
  - 11.3.2** as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 15 May 2025 (the date specified in the Hong Kong Prospectus for the despatch of share certificates), 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 applications 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 CCASS 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); and

- 11.3.3** cooperating with and fully assisting, and procuring members of the Selling Shareholder and/or any of their respective directors, officers, employees, affiliates, agents, advisers, reporting accountants, auditors, legal counsels and other relevant parties engaged by them 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 CMLs and the Hong Kong Underwriters, to facilitate its performance of its duties, as the case may be, as a sponsor, a Sponsor-OC, an OC, and/or a CML and to meet its obligations and responsibilities under all applicable laws, regulations, rules and regulatory requirements (whether having the force of law or otherwise) from time to time in force, including, without limitation, the Code of Conduct and the Listing Rules,

provided that the obligations of the Selling Shareholder set out in this Clause 11.2 shall be limited to the matters in connection with the Sale Shares.

#### **11.4 Information**

Each of the Company and the Selling Shareholder undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, provide to the Appointees all such information known to it or which on due and careful enquiry ought to be known to it and whether relating to any Group Company, the Controlling Shareholder or the Selling Shareholder, as the case may be, or otherwise as may be reasonably required by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) in connection with the Global Offering for the purposes of complying with any requirements of applicable Laws (including the requirements of the Stock Exchange, the SFC, the CSRC or any other relevant Authority);

#### **11.5 Restrictive covenants**

Each of the Company and the Selling Shareholder undertakes severally (but not jointly or jointly and severally) to each Appointee that it will not, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will not, and procure that no other Group Company will:

- 11.5.1** at any time after the execution of this Agreement up to and including the Listing Date, do or omit to do anything which causes or could reasonably be expected to cause any of the Warranties (which for the avoidance of doubts, refers to Part A to Schedule 3 in respect of the Company and Part C to Schedule 3 in respect of the Selling Shareholder) to be inaccurate, untrue or misleading in any respect;



- 11.5.2** enter into any commitment or arrangement which could reasonably be expected to adversely affect the Global Offering;
- 11.5.3** take any steps which, in the reasonable opinion of the Sponsor-OCs and the Joint Sponsors, would be materially inconsistent with any expression of policy or intention in the Prospectus; or
- 11.5.4** amend any of the terms of the appointments of the Hong Kong Registrar, the Receiving Bank's or the Nominee without the prior written consent of the Sponsor-OCs;

## **11.6 Maintaining listing**

The Company undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, use its best endeavours to maintain the listing of, and will refrain from taking any action that could jeopardise the listing status of, its Shares on the Main Board of the Stock Exchange, and comply with the Listing Rules, the CSRC Rules and all requirements of the Stock Exchange, the SFC, the CSRC and any relevant Authority for at least one year after the Listing Date 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 Code on Takeovers and Mergers) for the Company becoming unconditional;

## **11.7 Legal and regulatory compliance**

The Company undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, comply with all applicable Laws (including the rules, regulations and requirements of the Stock Exchange, the HKSCC, the SFC, the CSRC and any other Authority) in respect of or by reason of the matters contemplated by this Agreement or otherwise in connection with the Global Offering, including:

- 11.7.1** delivering to the Stock Exchange as soon as practicable the declaration to be signed by the Company in the form set out in Form F (published in the "Regulatory Forms" section of the Stock Exchange's website) via FINI;
- 11.7.2** procuring that the audited consolidated financial statements of the Group Companies for the financial year ending 31 December 2024 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Prospectus;
- 11.7.3** unless where changes were made in compliance with the Listing Rules and the Company's Articles of Association, strictly adhering to the planned application of the net proceeds from the Global Offering as described in the Prospectus under the section headed "Future Plans and Use of Proceeds";
- 11.7.4** providing to the Joint Sponsors and the Sponsor-OCs (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 Sponsor-OCs may reasonably require;

- 11.7.5** 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 the Listing Rules and using its best endeavours to procure that each of the Directors upholds, complies and acts in accordance with the provisions of that code;
- 11.7.6** complying with the all applicable Laws (including, without limitation, the CSRC Archive Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements and approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “Relevant Information”); and (C) maintenance of confidentiality of any Relevant Information;
- 11.7.7** so far as it is able and it remains lawful and proper for it to do so, 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 the CSRC; and
- 11.7.8** complying with the provisions of Chapters 13, 14 and 14A of the Listing Rules and the provisions of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs;

## **11.8 Significant changes**

Each of the Company and the Selling Shareholder undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will promptly provide full particulars to the Appointees if, at any time up to or on the date falling 60 days after the Listing Date, (a) there is a significant change which affects or is capable of affecting any information contained in any of 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, or (b) any Group Company enters into or intends to enter into any material agreement or commitment, and, in connection with (a) but subject to Clause 11.9, further:

- 11.8.1** inform the Stock Exchange, the SFC or the CSRC of such change or matter if so required by the Joint Sponsors and the Sponsor-OCs;
- 11.8.2** at its expense, promptly prepare documentation containing details of such change or matter if so required by the Stock Exchange, the SFC or the CSRC, the Sponsor-OCs or the Joint Sponsors and in a form approved by the Sponsor-OCs or the Joint Sponsors, deliver such documentation through the Joint Sponsors to the Stock Exchange, the SFC or the CSRC for approval and publish such documentation in such manner as the Stock Exchange, the SFC, or the CSRC, Sponsor-OCs or the Joint Sponsors may reasonably require; and
- 11.8.3** at its expense, make all necessary announcements via the Stock Exchange Website and the press to avoid a false market being created in the Shares,

and, for the purposes of this Clause 11.8, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules;

## **11.9 Announcement**

The Company undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, not issue, make, publish or despatch any announcement, other document or public statement which:

**11.9.1** is material in the context of the Global Offering, during the period commencing on the date of this Agreement and ending on (and including) the date falling 60 days after the Listing Date; or

**11.9.2** (a) is inconsistent with any statement in any of the Offering Documents or (b) has or may have any material adverse effect 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 Group, in each case during the period commencing on the date of this Agreement and ending on (and including) the date falling 60 days after the Listing Date,

in each case without the prior written consent of the Sponsor-OCs (such consent not to be unreasonably withheld or delayed), except if and to the extent required by any Law or Authority to which the Company is subject or submits, provided that, to the extent permitted by such Law or Authority (as the case may be), any announcement, document or public statement so required to be issued, made, published or despatched will only be issued, made, published or despatched after the Sponsor-OCs have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the Company;

## **11.10 Internal control**

The Company undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, duly (a) complete all remediation actions in respect of each of the deficiencies and issues identified in the Internal Control Report in accordance with the recommendations and deadlines set out in the Internal Control Report and (b) do all such other acts and things as may be reasonably required by the Joint Sponsors to remediate any of such deficiencies and issues; and

## **11.11 General**

Each of the Company and the Selling Shareholder undertakes to each Appointee that it will, and each of the Controlling Shareholders undertakes to each Appointee that he/she/it will procure that the Company will, 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 its terms and conditions.

## **12 TERMINATION**

### **12.1 Termination events**

The Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) can, in their sole and absolute discretion, by a joint notice to the Company, terminate this Agreement with immediate effect if, at any time at or prior to 8:00 a.m. on the Listing Date:

**12.1.1** there develops, occurs, exists or comes into effect:

- (i) any new Law or any change or development involving a prospective change in existing Law, or any change or development involving a prospective change in the interpretation or application thereof by any court or other competent Authority in or affecting Hong Kong, the PRC, the United States, the United Kingdom or Cayman Islands (each a “**Relevant Jurisdiction**” and collectively “**Relevant Jurisdictions**”); or
- (ii) any change or development involving a prospective change or development, or any event or circumstances or series of events resulting in or likely to result in or representing a change or development, or prospective change or development, in local, national, regional or international financial, political, military, industrial, economic, trading, currency market, fiscal or regulatory market conditions, equity securities or any monetary or trading settlement system or other financial markets (including conditions in stock and bond markets, money and foreign exchange markets, inter-bank markets and credit markets) in or affecting any Relevant Jurisdiction; or
- (iii) any event or a series of events, in the nature of force majeure (including any act of government or order of any court, strike, labour dispute, calamity, crisis, lock-out, fire, explosion, flooding, earthquake, civil commotion, act of war, outbreak or escalation of hostilities (whether or not war is declared), act of God, act of terrorism (whether or not responsibility has been claimed), declaration of a national or international emergency, riot, public disorder, pandemics or epidemics, including but not limited to COVID-19, SARS, swine or avian flu, H5N1, H1N1, H1N7, H7N9, Ebola virus, Middle East respiratory syndrome (MERS) and such related/mutated forms, , in or affecting the Relevant Jurisdictions, in each case beyond the control of the Hong Kong Underwriters; or
- (iv) any moratorium, suspension or limitation (including any imposition of or requirement for any minimum or maximum price limit or price range) on trading in shares or securities generally on the Stock Exchange, the New York Stock Exchange, the NASDAQ Global Market, the London Stock Exchange, the Shanghai Stock Exchange or the Shenzhen Stock Exchange; or
- (v) (a) any change or prospective change in or affecting taxation, foreign exchange controls, currency exchange rates or foreign investment regulations (including a devaluation of the United States Dollar, Hong Kong dollar or RMB 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 RMB is linked to any foreign currency or currencies) or the implementation of any exchange control in any Relevant Jurisdiction adversely affecting an investment in the Shares; or
- (vi) any general moratorium on commercial banking activities in Hong Kong (imposed by the Financial Secretary or the Hong Kong Monetary Authority or other competent Authority), New York (imposed at Federal or New York State level or other competent Authority), the PRC, or any other Relevant Jurisdiction (declared by the relevant authorities) or any disruption in commercial banking or foreign exchange trading or securities trading or

securities settlement or clearance services, procedures or matters in any Relevant Jurisdictions; or

- (vii) the imposition of economic sanctions, or the withdrawal of trading privileges, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction; or
- (viii) other than with the prior consent of the Sponsor-OCs, the issue or requirement to issue by the Company of a supplemental or amendment to the Prospectus, Preliminary Offering Memorandum or Offering Memorandum or other documents in connection with the offer and sale of the Shares pursuant to the Companies (WUMP) Ordinance or the Listing Rules or upon any requirement or request of the Stock Exchange, the SFC or the CSRC, that in the sole and absolute opinion of the Sponsor-OCs and the Joint Sponsors is materially adverse to the completion of the Global Offering; or
- (ix) any litigation, dispute or legal action or claim being threatened or instigated against any Group Company or any Director or any member of the Group's senior management; or
- (x) an Authority or organisation in any Relevant Jurisdiction commencing any investigation or other action (including arrest or detainment) or proceedings, or announcing an intention to investigate or take other action (including arrest or detainment) or proceedings, against any Group Company or any Director or any member of the Group's senior management; or
- (xi) any of the Director, the chief financial officer, or any other member of the senior management of the Company vacating his or her office (other than by reason of death, incapacity or serious illness); or
- (xii) any executive Director being charged with an indictable offence or prohibited by operation of Laws or otherwise disqualified from taking part in the management of a company or the commencement by any governmental, political or regulatory body of any investigation or other action against any Director in his or her capacity as such, or an announcement by any governmental, political or regulatory body that it intends to commence any such investigation or take any such action; or
- (xiii) any valid demand by creditors for repayment of indebtedness of any Group Company or in respect of which the Group Company is liable prior to its stated maturity; or
- (xiv) a petition being presented for the winding-up or liquidation of any Group Company or any Group Company making any composition or arrangement with its creditors or entering into a scheme of arrangement or any resolution being passed for the winding-up of any Group Company or a provisional liquidator, receiver or manager being appointed over all or part of the assets or undertaking of any Group Company or anything analogous thereto occurs in respect of any Group Company; or
- (xv) any contravention by any Group Company or any Director of any applicable Laws including the Companies Ordinance, the PRC Company Law, the Listing Rules except where waiver for non-compliance has been granted by the Stock Exchange; or

- (xvi) any non-compliance of the Prospectus, the CSRC Filings or any other documents used in connection with the contemplated subscription and sale of the Offer Shares or any aspect of the Global Offering with the Listing Rules, the CSRC Rules or any other applicable Laws; or
- (xvii) any event, act or omission which gives or is likely to give rise to any liability of the Company or the Indemnified Parties pursuant to this Agreement; or
- (xviii) either (a) there has been a breach of any of the representations, warranties, undertakings or provisions of either this Agreement or the International Underwriting Agreement by the Company or the Controlling Shareholders or the Selling Shareholder or (b) any of the representations, warranties and undertakings given by the Company, the Controlling Shareholders or the Selling Shareholder in this Agreement or the International Underwriting Agreement, as applicable, is (or would when repeated be) untrue, inaccurate or misleading; or

which, in any such case individually or in the aggregate, in the sole and absolute opinion of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters: (a) is, will be or may be materially adverse to, the assets, liabilities, business, general affairs, management, prospects, shareholder's equity, profitability, results of operations, position or condition (financial or otherwise), or performance of any Group Company or the Group as a whole; or (b) has, will have or is likely to have a material adverse effect on the success of the Global Offering or the level of Offer Shares being applied for, under the Hong Kong Public Offering or the level of interest under the International Offering; or (c) makes, will make it or is likely to make it impracticable or inadvisable or incapable to proceed with the Hong Kong Public Offering and/or the International Offering or the delivery of the Offer Shares on the terms and in the manner contemplated by the Prospectus or the Final Offering Circular; or (d) would have or is likely to have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or

**12.1.2** there comes to the notice of any Appointee:

- (i) a prohibition (including but not limited to a governmental or regulatory prohibition by a competent authority) on the Company or the Selling Shareholder for whatever reason from issuing or selling the Shares (including the Option Shares) pursuant to the terms of the Global Offering; or
- (ii) that any statement contained in any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP, the CSRC Filings and any notice, announcement, advertisement, communication 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, but excluding information relating to the Underwriters) was, when it was issued or has become untrue, incomplete, inaccurate, incorrect in any material respect, misleading or deceptive, or any forecast, estimate, expression of opinion, intention or expectation expressed in any of the Hong Kong Public Offering Documents, the CSRC Filings and/or any notice,

announcement, advertisement, communication or any other documents so issued or used is not fair and honest and made on reasonable grounds or, where appropriate, based on reasonable assumptions; or

- (iii) any matter has arisen or has been discovered which would, had it arisen or been discovered immediately before the Prospectus Date, constitute a material omission from or material misstatement in the Hong Kong Public Offering Documents and/or any notice, announcement, advertisement, communication or any 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); or
- (iv) any of the experts named in the Prospectus (other than the joint Sponsors), have withdrawn their respective consent to the issue of the Prospectus with the inclusion of their reports, letters, summaries or legal opinions (as the case may be) and references to their names included in the form and context in which they respectively appear; or
- (v) any material breach of any of the obligations imposed upon the Company or any other party to this Agreement under this Agreement or the International Underwriting Agreement (other than upon any of the Sponsor-OCs, the Joint Sponsors or the International Underwriters) under the Hong Kong Underwriting Agreement or the International Underwriting Agreement; or
- (vi) (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 Sponsor-OCs, 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
- (vii) a significant portion of the orders in the book-building process at the time the International Underwriting Agreement is entered into, or the investment commitments by any cornerstone investors after signing of the Cornerstone Agreements, has been withdrawn, terminated or cancelled; or the Company has withdrawn the Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or
- (viii) the Admission by the Listing Committee 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.

## **12.2 Effect of termination**

Upon the termination of this Agreement:

- 12.2.1** subject to Clause 12.2.2 and except for any rights or obligations which may have accrued under this Agreement prior to such termination, each of the parties will cease to have any rights or obligations under this Agreement, but the Surviving Provisions will continue in full force and effect notwithstanding the termination of this Agreement; and

**12.2.2** the Company must refund, as soon as practicable, all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 5.7 and/or by the Sponsor-OCs pursuant to Clause 5.8 and/or by the applicants under the Hong Kong Public Offering (in the latter case, the Company will procure the Hong Kong Registrar and the Nominee to despatch refund cheques in accordance with the Hong Kong Public Offering Documents, the Registrar Agreement and the Receiving Bank's Agreement).

## **13 INDEMNITY**

### **13.1 Indemnity**

Each of the Company and the Controlling Shareholders jointly and severally, and the Selling Shareholder (together, for the purpose of this Clause 13, the **"Indemnifying Parties"** and individually, an **"Indemnifying Party"**) indemnify, hold harmless and keep indemnified in full each Appointee, for itself and on trust for each of its respective Indemnified Parties, on demand (on an after-Taxation basis) from and against (a) all actions, suits, claims (whether or not any such claim involves or results in any actions or proceedings), demands, investigations, judgments, awards and proceedings (in each case whether joint or several) (together, **"Actions"**) which may be instituted, made or brought or threatened or alleged to be instituted, made or brought against or otherwise involve any Indemnified Party; and (b) all losses, liabilities, costs (including legal costs and experts' and consultants' fees), expenses, charges (including all payments, costs expenses and charges arising out of, in relation to or in connection with the investigation, dispute, defence or settlement of or response to any Actions or the enforcement of any settlement or judgment obtained in respect of any Actions), proceedings, claims, demands and Taxation (including stamp duty and any penalties and/or interest arising in respect of any Taxation) (in each case whether joint or several) (together, **"Losses"**) which any Indemnified Party suffers, incurs or makes, and, in each case, which, directly or indirectly, arise out of, are in relation to or are in connection with:

**13.1.1** the issue, publication, distribution, use or making available of any of the Offering Documents, the Application Proof Prospectus, the CSRC Filings or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group, the Selling Shareholder or the Global Offering (whether or not approved by any Appointee), and any amendments or supplements thereto; or

**13.1.2** any of the Offering Documents, the CSRC Filings, the Application Proof Prospectus or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group, the Selling Shareholder or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto,

- (i) containing any untrue or alleged untrue statement of a fact;
- (ii) omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or
- (iii) not containing or being alleged not to contain all the information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of



the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profitability, results of operations, position or condition (financial or otherwise) or performance of any Group Company or the Group as a whole or the rights attaching to the Offer Shares, except for (i) the logos of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers on the cover page of the Prospectus; (ii) the names and the addresses of the Joint Sponsors, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers in the section headed "Directors and Parties Involved in the Global Offering" of the Prospectus; and (iii) the names of the Hong Kong Underwriters in the section headed "Underwriting – Hong Kong Underwriters" of the Prospectus, for which the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or Hong Kong Underwriters (as the case may be) shall be severally liable and responsible; or

(iv) being or alleged to be defamatory of any person or any jurisdiction; or

**13.1.3** any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Offering Documents, the CSRC Filings, the Application Proof Prospectus or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group, the Selling Shareholder or the Global Offering (whether or not approved by any Appointee), or any amendment or supplement thereto, being or alleged to be incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken into account of a fact necessary in order to make it not misleading; or

**13.1.4** the offer, allotment, issue, sale or delivery of any Offer Share; or

**13.1.5** any breach or alleged breach on the part of the Company, any of the Controlling Shareholders or the Selling Shareholder of any of the provisions of this Agreement, the Articles of Association or the constitutional documents of any of the Controlling Shareholders or the Selling Shareholder or the International Underwriting Agreement or any action or omission of the Company, any of the Controlling Shareholders or the Selling Shareholder or any of their respective directors, officers or employees resulting in a breach of any of the provisions of this Agreement, the Articles of Association or the constitutional documents of any of the Controlling Shareholders or the Selling Shareholder or the International Underwriting Agreement to which it/he/she is or to be a party; or

**13.1.6** any of the Warranties being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or

**13.1.7** the performance by an Appointee of its obligations under this Agreement or otherwise in connection with the Global Offering; or

**13.1.8** any act or omission of any Group Company, any of the Controlling Shareholders or the Selling Shareholder in relation to the Global Offering; or

**13.1.9** the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC Rules, the Code of Conduct or any Law of any

applicable jurisdiction, or any condition or term of any Approvals and Filings in connection with the Global Offering; or

**13.1.10** any failure or alleged failure by any of the Directors to comply with their respective obligations and duties under the Listing Rules, the CSRC Rules or any applicable Law; or

**13.1.11** the breach or alleged breach by any Group Company, any of the Controlling Shareholders or the Selling Shareholder of any applicable Laws; or

**13.1.12** in respect of any Group Company, any Action by any Authority having commenced or been threatened, including the settlement of any such Action; or

**13.1.13** any breach or alleged breach of any applicable Laws of any jurisdiction resulting from the distribution of any of the Offering Documents, the CSRC Filings, the Application Proof Prospectus or any notices, announcements, advertisements, communications or other documents arising out of, relating to or connected with the Company, the Group, the Selling Shareholder or the Global Offering (whether or not approved by any Appointee) and/or any offer, allotment, issue, sale or delivery of any of the Offer Shares otherwise than in accordance with and on the terms of the Offering Documents, this Agreement and the International Underwriting Agreement; or

**13.1.14** any other matter arising in connection with the Global Offering,

provided that notwithstanding anything to the contrary herein, the Selling Shareholder shall only be responsible for the indemnity under this clause 13.1 if and only to the extent that the Losses suffered by an Indemnified Party relate to the Sale Shares sold by the Selling Shareholder, or information provided by or any action taken by or omission of the Selling Shareholder or its affiliates or delegates resulting in a breach of any of the provisions of this Agreement or the International Underwriting Agreement.

## **13.2 No claims against Indemnified Parties**

**13.2.1** No Action can be brought against any Indemnified Party by, and no Indemnified Party will be liable to, any Indemnifying Party (and each Indemnifying Party will procure that none of its Affiliates will bring any Action) to recover any Loss which any Indemnifying Party or its Affiliates or delegates may suffer, incur or make by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated in this Agreement or in any of the Hong Kong Public Offering Documents, the performance by any Indemnified Party of any of its obligations under this Agreement or otherwise in connection with the offer, allotment, issue, sale or delivery of any of the Hong Kong Offer Shares or the preparation or despatch of any of the Hong Kong Public Offering Documents, the Application Proof Prospectus, the PHIP, the CSRC Filings or the Formal Notice, except for any Loss suffered by the Indemnifying Party as is judicially determined by a court of competent jurisdiction to have solely arisen out of or in connection with fraud, gross negligence or wilful default on the part of such Indemnified Party.

**13.2.2** In respect of any pending or threatened Action to which an Indemnified Party is or could be a party, that Indemnified Party can select its counsel to represent it. The Indemnifying Parties may participate at its own expenses in the defence of any such Action, provided that counsel to the Indemnifying Party must not also be the counsel to the relevant Indemnified Party.

### **13.3 Settlement of claims**

**13.3.1** No Indemnifying Party can, without the prior written consent of the relevant Indemnified Party, effect, propose, make or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Action in respect of which the Indemnified Party is or could be a party and indemnity could have been sought under this Agreement by the Indemnified Party, in such a way as to impose a liability on, or result in an admission of fault, culpability or a failure to act by or on behalf of, the Indemnified Party.

**13.3.2** Any settlement or compromise by an Indemnified Party, or any consent by any Indemnified Party to the entry of any judgment, in relation to any Action will be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Action it may have or make against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Parties with respect to such settlement or compromise.

**13.3.3** The rights of the Indemnified Parties under this Agreement are in addition to any rights that each Indemnified Party may have at Law or otherwise and the obligations of the Indemnifying Parties in this Agreement will be in addition to any liability which the Indemnifying Parties may otherwise have.

### **13.4 Arrangements with advisers**

If an Indemnifying Party enters into any agreement or arrangement with any adviser for the purpose of or in connection with the Global Offering, the terms of which provide that the liability of the adviser to the Indemnifying Party or any other person is excluded or limited in any manner, and any of the Indemnified Parties may have joint and/or several liability with such adviser to the Indemnifying Party or to any other person arising out of the performance of its duties under this Agreement, the Indemnifying Party:

**13.4.1** will 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;

**13.4.2** must 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

**13.4.3** must 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.

### **13.5 Costs**

The indemnity under this Clause 13 covers all Losses which any Indemnified Party may suffer, incur, make or pay in investigating, disputing, defending, settling or responding to, or compromising, or enforcing any settlement, compromise or judgment obtained in respect of, any Losses or any Actions to which the indemnity may relate and in establishing its right to indemnification under this Clause 13.

### **13.6 Payment on demand**

All amounts subject to indemnity under this Clause 13 must be paid by the Indemnifying Party as and when they are incurred within ten Business Days of a written notice demanding payment being given to the relevant Indemnifying Party by or on behalf of an Indemnified Party.

### **13.7 Payment free from counterclaim or set off**

All payments made by an Indemnifying Party under this Clause 13 must 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 Law. If an Indemnifying Party makes a deduction or withholding under this Clause 13, the sum due from such Indemnifying Party will be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.

### **13.8 Taxation**

Notwithstanding Clause 18.12, if a payment under this Clause 13 will be or has been subject to Taxation, the Indemnifying Party must 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.

### **13.9 Full force**

This Clause 13 will remain in full force and effect notwithstanding the completion of the Global Offering.

## **14 ANNOUNCEMENTS**

### **14.1 Restrictions on announcements**

No announcement or communication (except for private communication to limited partners of funds managed by the Selling Shareholder) concerning the existence or provisions of this Agreement or any matter contemplated in it can be issued or made, published or despatched by or on behalf of any party during the period of six months from the date of this Agreement without the prior written consent of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld or delayed). This will not affect any announcement or communication required by any Law or Authority to which such party is subject or submits, provided that, to the extent permitted by that Law or Authority, any announcement so required to be issued or made, published or despatched will only be issued or made, published or despatched after the Joint Sponsors and the Sponsor-OCs have had the opportunity to review and comment on the final draft and their comments (if any) have been fully considered by such party.

### **14.2 Full force**

The restrictions and obligations contained in this Clause 14 will continue to apply after the completion of the Global Offering or the termination of this Agreement.

## **15 CONFIDENTIALITY**

### **15.1 Information confidential**

Subject to Clause 15.2, each party must, and will procure that its Affiliates and its and their respective directors, officers, employees and agents will, treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into or performing this Agreement which relates to:

**15.1.1** the existence and the provisions of this Agreement;

**15.1.2** the negotiations relating to this Agreement;

**15.1.3** the matters contemplated under this Agreement; or

**15.1.4** the other parties.

### **15.2 Exceptions**

Clause 15.1 will not prohibit disclosure or use of any information if and to the extent:

**15.2.1** the disclosure or use is required by applicable Laws;

**15.2.2** the disclosure or use is required by an Authority to which a party or its Affiliates are subject or submit, wherever situated, including the Stock Exchange, the SFC and the CSRC, whether or not the requirement of information has the force of law;

**15.2.3** the disclosure or use is required to vest the full benefit of this Agreement in a party;

**15.2.4** the disclosure is to the professional advisers or auditors of a party;

**15.2.5** the information is or becomes publicly available (other than by breach of this Agreement);

**15.2.6** the disclosure or use is required by any Hong Kong Underwriters or their Affiliates for the purpose of the Global Offering;

**15.2.7** the disclosure or use is necessary, in the view of any Hong Kong Underwriter or its Affiliates, for it or them to seek to establish any defence or pursue any claim, arbitration or regulatory proceeding or investigation in connection with the Global Offering or to comply with its or their own regulatory obligations; or

**15.2.8** the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters)), such approval not to be unreasonably withheld,

provided that, in the cases of Clause 15.2.3 and Clause 15.2.7, any such information disclosed will be disclosed only after consultation with the other parties.

## **16 NOTICES**

### **16.1 Language and methods**

All notices and other communication in connection with this Agreement (each a "**Notice**") must be:

**16.1.1** in writing in the English language; and

**16.1.2** delivered by hand, e-mail, fax, recorded delivery or by courier using an internationally recognised courier company.

**16.2 Receipt of notice**

Subject to Clause 16.5, a Notice will be effective upon receipt and will be deemed to have been received:

**16.2.1** at the time recorded by the delivery company, in the case of recorded delivery;

**16.2.2** at the time of delivery, if delivered by hand or courier;

**16.2.3** at the time of transmission in legible form, if delivered by facsimile; and

**16.2.4** at the time of sending if sent by e-mail, provided that receipt will not occur if the sender receives an automated message that the e-mail has not been delivered to the recipient.

**16.3** Any notice received or deemed to have been received on a day which is not a Business Day will be deemed to have been received on the next Business Day.

**16.4 Details of contact**

Subject to Clause 16.5, a Notice must be sent to a party at the following address, or such other person or address as a party may notify to the other parties from time to time:

**To the Company:**

2/F, Building 2, Yunqi Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To the Individual Controlling Shareholders:**

2/F, Building 2, Yunqi Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To Yielding Sky:**

2/F, Building 2, Yunqi Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To Contemporary Global Investment:**

2/F, Building 2, Yunqi Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn

Fax : N/A  
Attention : Mr. Wang Jiawei

**To Time Sonic:**

2/F, Building 2, Yunki Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To Absolute Smart:**

2/F, Building 2, Yunki Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To East Superstar:**

2/F, Building 2, Yunki Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To Vistra Trust:**

2/F, Building 2, Yunki Center, No. 369, Qingchuan Street, Xihu District, Hangzhou, Zhejiang, PRC (浙江省杭州市拱西湖区晴川路 369 号云起中心 2 幢 2 楼)

Email : wangjw@china-greentea.com.cn  
Fax : N/A  
Attention : Mr. Wang Jiawei

**To the Selling Shareholder:**

c/o Intertrust Corporate Services (Cayman) Limited, One Nexus Way, Camana Bay, Grand Cayman KY1-9005, Cayman Islands

Email : melody.xu@partnersgroup.com  
Fax : N/A  
Attention : Ms. Ruijie (Melody) Xu

**To Citi:**

50/F, Champion Tower, 3 Garden Road, Central, Hong Kong SAR

Email : project.longjing.core@citi.com  
Fax : (852) 3009 4362  
Attention : Citi ECM

**To CMBI:**

45/F, Champion Tower, 3 Garden Road, Central, Hong Kong SAR

Email : projectlongjing2024@cmbi.com.hk  
Fax : (852) 3900 0865  
Attention : CMBI ECM

**To a Hong Kong Underwriter:**

To the email, address and fax number of that Hong Kong Underwriter, and for the attention of the person, as specified opposite the name of that Hong Kong Underwriter in Schedule 1.

**16.5 Contentious Notices**

E-mail or fax is not permitted for any Notice which (i) terminates, gives notice to terminate or purports to terminate this Agreement; or (ii) notifies or purports to notify an actual or potential claim for breach of or under this Agreement.

**17 GOVERNING LAW; DISPUTE RESOLUTION**

**17.1 Governing law**

This Agreement is governed by and construed in accordance with the Laws of Hong Kong.

**17.1 Dispute resolution**

**17.1.1** Any dispute, controversy or claim arising out of or in connection with this Agreement including any question regarding its existence, validity, interpretation, breach or termination thereof, must 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 (the "**Rules**") in effect at the date of commencement of the arbitration and as may be amended by the rest of this Clause, which Rules are deemed to be incorporated by reference into this Clause. The seat of arbitration will be Hong Kong.

**17.1.2** The arbitral tribunal (the "**Tribunal**") will be composed of one arbitrator to be appointed in accordance with the Rules, failing which to be appointed by HKIAC.

**17.1.3** The governing law of the arbitral proceedings will be the laws of Hong Kong.

**17.1.4** When any dispute is under arbitration, those provisions of this Agreement not in dispute will remain effective. The parties must continue to fulfil their respective obligations under this Agreement accordingly.

**17.1.5** The language to be used in the arbitral proceedings will be English.

**17.1.6** The decisions and awards of the Tribunal will be final and binding and will be enforceable in any court of competent jurisdiction.

Each of the parties waives any right to apply to any court of law and/or other judicial authority to determine any preliminary point of law and/or review any question of law and/or the merits, insofar as such waiver may validly be made. The parties will not be deemed, however, to have waived any right to challenge any award on the ground that the Tribunal lacked substantive jurisdiction and/or on the ground of serious irregularity affecting the Tribunal, the proceedings or the award to the extent allowed by the law of the seat of arbitration. Nothing



in Clause 17.2 will be construed as preventing any party from seeking conservatory or interim relief from any court of competent jurisdiction.

#### **17.2 Waiver of objection to jurisdiction**

Each of the parties irrevocably and unconditionally waives (and irrevocably and unconditionally agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction and any claim of *forum non conveniens* and further agrees that a judgment in any proceedings brought in any court referred to in this Clause 17 will be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

#### **17.3 Service of documents**

Each of the parties irrevocably and unconditionally agrees that any writ, summons, order, judgment or other notice of legal process will be sufficiently and effectively served on it if delivered, in the case of each Appointee, in accordance with Clause 16 and, in the case of the Company, the Controlling Shareholders and the Selling Shareholder, in accordance with Clause 17.4.

#### **17.4 Process agent**

**17.4.1** The Company has established a place of business in Hong Kong at Room 1918, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong and is a registered non-Hong Kong company as defined under the Companies Ordinance. Ms. Lai Siu Kuen has been appointed as the authorized representative of the Company for the acceptance of service of process and notices in Hong Kong.

**17.4.2** Each of the Controlling Shareholders and the Selling Shareholder irrevocably appoints the Company as its agent to accept service of process in Hong Kong in any legal action or proceedings arising out of or in connection with this Agreement, provided that:

- (i) service upon the Company will be deemed valid service upon the relevant Controlling Shareholder and the Selling Shareholder whether or not the process is forwarded to or received by such Controlling Shareholder and the Selling Shareholder;
- (ii) the Controlling Shareholders and the Selling Shareholder will inform the other parties, in writing, of any change in the address of the Company within seven days of such change;
- (iii) if the Company ceases to be able to act as a process agent or to have an address in Hong Kong, each of the Controlling Shareholders and the Selling Shareholder must forthwith appoint a new process agent in Hong Kong acceptable to the Joint Sponsors and the Sponsor-OCs and to deliver to the Joint Sponsors and the Sponsor-OCs within seven days of the Company ceasing to be an agent a copy of a written acceptance of appointment by the new process agent, failing which the Joint Sponsors and the Sponsor-OCs can appoint such new agent for and on behalf of the Controlling Shareholders, and such appointment will be effective upon the giving notice of such appointment to the Controlling Shareholders and the Selling Shareholder; and

- (iv) nothing in this Agreement will affect the right to serve process in any other manner permitted by Law.

**17.4.3** Where proceedings are commenced by any party in any jurisdiction other than Hong Kong, upon being given notice of such proceedings in writing, the party or parties against whom such proceedings have been brought must immediately appoint an agent to accept service of process in that jurisdiction and must give notice to the other parties the details and address for service of such agent.

## **17.5 Waiver of immunity**

To the extent that any of the Company, the Controlling Shareholders and the Selling Shareholder may in any proceedings in any jurisdiction arising out of or in connection with this Agreement or in any proceedings in any jurisdiction taken for the enforcement of any determination, decision, order or award made in such proceedings claim for itself or its assets, properties or revenues any immunity (sovereign or otherwise) from suit or other legal process (including arbitration proceedings) and all forms of execution, attachment or enforcement 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 Company, the Controlling Shareholders and the Selling Shareholder irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

## **18 GENERAL PROVISIONS**

### **18.1 Time**

Save as otherwise expressly provided in this Agreement, time will be of the essence of this Agreement.

### **18.2 Invalidity**

**18.2.1** If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

**18.2.2** To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 18.2.1, then that provision or part of it will, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement will, subject to any deletion or modification made under Clause 18.2.1, not be affected.

### **18.3 Assignment**

Each Appointee (and its successors and assigns) may, without the consent of the other parties), assign the benefit of any of its rights arising under or out of this Agreement, including the Warranties and the indemnities, to any person who has the benefit of the indemnities in Clause 13. Obligations under this Agreement will not be assignable.

### **18.4 Release or compromise**

Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them). Without prejudice to the generality

of the foregoing, each of the Company, the Controlling Shareholders and the Selling Shareholder agrees that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 9.5 or otherwise) or any announcement, issue or publication or distribution, or delivery to investors, of such amendment or supplement or any consent by, or knowledge of, an Appointee of any such amendments or supplements to any of the Offering Documents subsequent to its distribution will not in any event and notwithstanding any other provision in this Agreement constitute a waiver or modification of any of the Conditions to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights under this Agreement of the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the Hong Kong Underwriters) to terminate this Agreement or prejudice any other rights of the Appointees or any of them, 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).

## **18.5 No waiver**

**18.5.1** No failure or delay by any party in exercising any right, power or remedy provided under this Agreement will impair such right, power or remedy or operate as a waiver of it, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy.

**18.5.2** Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

**18.5.3** The Joint Sponsors or Sponsor-OCs' consent to or knowledge of any amendments / supplements to the Offering Documents subsequent to their respective issues or distributions will not (i) constitute a waiver of any of the Conditions; or (ii) result in any loss of their or the Joint Sponsors or Sponsor-OCs' right to terminate this Agreement.

## **18.6 Remedies**

The rights, powers and remedies provided for in this Agreement are cumulative and not exclusive of any other rights, powers and remedies, whether provided by Laws or otherwise.

## **18.7 No partnership**

Nothing in this Agreement will be deemed to constitute a partnership or joint venture, or establish a fiduciary or similar relationship, among the parties for any purpose.

## **18.8 Entire agreement**

This Agreement contains the entire agreement between the parties relating to the underwriting of the Hong Kong Public Offering to the exclusion of any terms implied by Law which may be excluded by contract and supersedes and extinguishes any previous written or oral agreement between the parties in relation to such matters dealt with in this Agreement. If the provisions of this Agreement conflict with the Engagement Letter, the provisions of this Agreement shall prevail as between the Company, the Joint Sponsors, the Joint Global Coordinators and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering.

## **18.9 Variations**

No variation of this Agreement will be effective unless in writing and signed by or on behalf of each party.

#### 18.10 Counterparts

This Agreement may be entered into in any number of counterparts, all of which will together constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

#### 18.11 Judgment currency indemnity

In respect of any judgment or order given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgment currency**”) other than Hong Kong dollars, each of the Company and the Controlling Shareholders will, jointly and severally, and the Selling Shareholder 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 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 will constitute a separate and independent obligation of each of the Company, the Controlling Shareholders and the Selling Shareholder and will continue in full force and effect, notwithstanding any such judgment or order as aforesaid. The term “**rate of exchange**” will include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

#### 18.12 Taxation

**18.12.1** All payments to be made by the Company, the Controlling Shareholders and the Selling Shareholder under this Agreement must be paid free and clear of, and without deduction or withholding for or on account of, any present or future Taxation imposed by any Authority and all interest, additions to Tax, penalties or similar liabilities with respect thereto.

**18.12.2** If any Taxation is required by Law to be deducted or withheld in connection with such payments, the Company, the Controlling Shareholders and the Selling Shareholder (as the case may be) will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the Appointees or any of them, as applicable.

**18.12.3** If any Appointee is required by any Authority to pay any Taxation as a result of this Agreement (other than profits or income Tax imposed in the ordinary course of its business), the Company, the Controlling Shareholders and the Selling Shareholder (as the case may be) will pay an additional amount to the Appointee so that the full amount of such payments as agreed in this Agreement to be paid to the Appointee is received by the Appointee and will further, if requested by the Appointee, use commercially reasonable efforts to give such assistance as the Appointee may reasonably request to assist the Appointee in discharging its obligations in respect of such Taxation, including by (a) making filings and submissions on such basis and such terms as the Appointee may reasonably request, (b) promptly making available to the Appointee notices received from any Authority and (c) subject to the receipt of funds from the Appointee, making payment of such funds on behalf of the Appointee to the relevant Authority in settlement of such Taxation.

### **18.13 Authority to the Joint Sponsors and the Sponsor-OCs**

Unless otherwise provided in this Agreement, each of the CMLs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters (other than the Joint Sponsors and the Sponsor-OCs) irrevocably and unconditionally authorises the Joint Sponsors and the Sponsor-OCs (as applicable) to act jointly on behalf of all the CMLs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters in their sole and absolute discretion in the exercise of all rights and discretions granted to the CMLs, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters or any of them under this Agreement and irrevocably and unconditionally authorises the Joint Sponsors and the Sponsor-OCs (as applicable) in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated in this Agreement.

### **18.14 No right of contribution**

**18.14.1** Each of the Controlling Shareholders and the Selling Shareholder irrevocably and unconditionally:

- (i) waives any right of contribution or recovery or any Action he/she/it may have or be entitled to take against any Group Company as a result of any Action made or taken against it/him, or any Loss suffered or incurred by it/him, whether alone or jointly with the Company or any other person, as the case may be, in consequence of it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering; and
- (ii) undertakes (in the event of any Action being made or taken by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of any Group Company on whom it may have relied before agreeing to any term of this Agreement and in respect of whose act or default in that regard a Group Company is or would be vicariously liable.

**18.14.2** Each of the Controlling Shareholders and the Selling Shareholder acknowledges and agrees that no Group Company will have any liability to it whatsoever whether alone or jointly with any other person under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering.

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

SIGNED by  
for and on behalf of  
GREEN TEA GROUP LIMITED

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)

王堃

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

SIGNED by  
WANG QINSONG

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)

A handwritten signature in black ink, appearing to be '王勤松' (Wang Qinsong), written in a cursive style.

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

SIGNED by  
LU CHANGMEI

)  
)

A handwritten signature in black ink, appearing to be 'Lu Changmei' in a stylized cursive script.



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

SIGNED by )  
for and on behalf of )  
YIELDING SKY LIMITED )



Wang Qinsong  
Director

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

SIGNED by  
for and on behalf of  
**CONTEMPORARY GLOBAL  
INVESTMENTS LIMITED**

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)



Lu Changmei  
Director

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

SIGNED by )  
for and on behalf of )  
TIME SONIC )  
INVESTMENTS LIMITED )



Lu Changmei  
Director

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


SIGNED by )  
for and on behalf of )  
ABSOLUTE SMART VENTURES LIMITED )



Wang Qinsong  
Director

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



SIGNED by  
for and on behalf of  
EAST SUPERSTAR LIMITED

)  
)  
)  
For and on behalf of  
Credence Directors Limited  
  
.....  
Authorised Signature(s)  
TSUI Wing Keung, DING Jie  
Executive Director; Associate Director

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

SIGNED by  
for and on behalf of  
VISTRA TRUST (HONG KONG) LIMITED

)  
)  
)

   
TSUI Wing Keung, DING Jie  
Executive Director; Associate Director

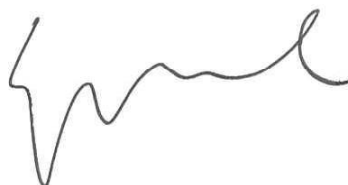
**SIGNED by** LIU Sheng  
for and on behalf of  
**PARTNERS GROUP GOURMET  
HOUSE LIMITED**

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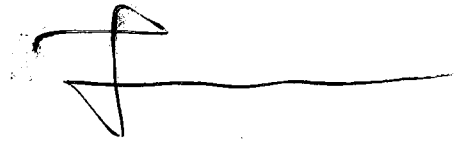
A handwritten signature in black ink, appearing to be 'Liu Sheng', written in a cursive style.

**SIGNED by** XU Ruijie  
for and on behalf of  
**PARTNERS GROUP GOURMET  
HOUSE LIMITED**

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)

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

**SIGNED by** )  
**Xinyu Liu** )  
for and on behalf of )  
**Citigroup Global Markets Asia Limited** )

A handwritten signature in black ink, consisting of a stylized 'X' followed by a horizontal line.



**SIGNED** by  
**Xinyu Liu**  
for and on behalf of  
**Citigroup Global Markets Asia Limited**  
for and on behalf of each of the other  
**HONG KONG UNDERWRITERS**  
(as defined herein)

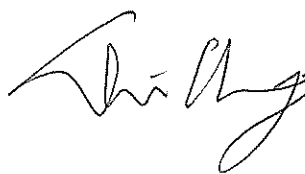
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A handwritten signature in black ink, consisting of a vertical line with a horizontal crossbar and a long, wavy horizontal line extending to the right.

**SIGNED** by CHEUNG Yee Man, Elaine )

for and on behalf of )

**CMB International Capital Limited** )

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over the closing parentheses of the signature block.

**SIGNED** by SHI Qian

for and on behalf of

**CMB International Capital Limited**

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)  
)

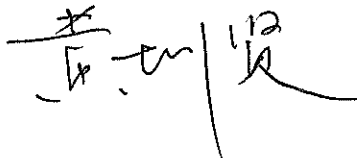


**SIGNED** by HUANG Zhenxian

for and on behalf of

**CMB International Capital Limited**

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)

A handwritten signature in black ink, appearing to be 'H. Zhenxian' with a stylized flourish at the end.

**SIGNED** by CHEUNG Yee Man, Elaine

for and on behalf of

**CMB International Capital Limited**

for and on behalf of each of the other

**HONG KONG UNDERWRITERS**

(as defined herein)

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A handwritten signature in black ink, appearing to read 'Elaine', written over the closing parentheses of the signature block.

**SIGNED** by SHI Qian  
  
for and on behalf of  
**CMB International Capital Limited**  
for and on behalf of each of the other  
**HONG KONG UNDERWRITERS**  
(as defined herein)

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(as defined herein)

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

| <b>Hong Kong Underwriter</b>   | <b>Address</b>  | <b>Fax Number</b>  | <b>Email</b>                        | <b>Attention</b>                             |
|--|---|--------------------|-------------------------------------|--|
| Citigroup<br>Global<br>Markets Asia<br>Limited                         | 50/F Champion<br>Tower, Three Garden<br>Road, Central, Hong<br>Kong SAR                       | (852) 3009<br>4362 | project.longjing.core<br>@citi.com  | Citi ECM                                     |
| CMB<br>International<br>Capital<br>Limited                             | 45/F, Champion<br>Tower, 3 Garden<br>Road, Central, Hong<br>Kong SAR                          | (852) 3900<br>0865 | projectlongjing2024<br>@cmbi.com.hk | CMBI ECM                                     |
| GF Securities<br>(Hong Kong)<br>Brokerage<br>Limited                   | 27/F, GF Tower, 81<br>Lockhart Road, Wan<br>Chai, Hong Kong<br>SAR                            | (852) 3719<br>1214 | gf_longjing_2024@g<br>fgroup.com.hk | Andrew Liao                                  |
| Guoyuan<br>Securities<br>Brokerage<br>(Hong Kong)<br>Limited           | 17/F, Three<br>Exchange Square, 8<br>Connaught Place,<br>Central, Hong Kong<br>SAR            | (852) 3769<br>6980 | projectlongjing@gyz<br>q.com.hk     | Christy Yang                                 |
| ABCI<br>SECURITIES<br>COMPANY<br>LIMITED                               | 10/F, Agricultural<br>Bank of China Tower,<br>50 Connaught Road,<br>Central, Hong Kong<br>SAR | N/A                | abcic.ecm@abci.co<br>m.hk           | ABCI ECM                                     |
| Celestial<br>Securities<br>Limited                                     | 22/F Manhattan<br>Place, 23 Wang Tai<br>Road, Kowloon Bay,<br>Kowloon, Hong Kong<br>SAR       | N/A                | ecm@cash.com.hk                     | Mr. Ng Wai<br>Kit / Mr.<br>Cheung Tsz<br>Yui |
| China Galaxy<br>International<br>Securities<br>(Hong Kong)<br>Co., Ltd | 20/F Wing On Centre,<br>111 Connaught Road<br>Central, Hong Kong<br>SAR                       | (852) 3698<br>6386 | ecm@chinastock.co<br>m.hk           | Jason Chan                                   |
| CMBC<br>Securities<br>Company<br>Limited                               | 45/F., One Exchange<br>Square, 8 Connaught<br>Place, Central, Hong<br>Kong SAR                | (852) 3753<br>3668 | ecm@cmbccap.com                     | Coco Li                                      |
| First Shanghai<br>Securities<br>Limited                                | 19/F, Wing On<br>House, 71 Des Voeux<br>Road Central, Hong<br>Kong SAR                        | (852) 2810<br>6789 | ecm@firstshanghai.c<br>om.hk        | Eliot Li /<br>Vicky Cheuk                    |



| <b>Hong Kong Underwriter</b>                       | <b>Address</b>   | <b>Fax Number</b> | <b>Email</b>                 | <b>Attention</b>  |
|--|--|-------------------|------------------------------|---|
| Futu Securities International (Hong Kong) Limited  | 34/F, United Centre, No. 95 Queensway, Admiralty, Hong Kong SAR                        | (852) 2523 6588   | project.longjing@futu.hk.com | Tse Chi Kin, Daniel   |
| Long Bridge HK Limited                             | Unit No. 3302, 33/F, West Tower Shun Tak Centre, 168-200 Connaught Road Central, HKSAR | (852) 3791 2075   | ecm.ops@longbridge-inc.com   | ERIC CAI  |
| Morton Securities Limited                          | 1804-05, 18/F, Allied Kajima Building, 138 Gloucester Road, Wanchai, Hong Kong SAR     | (852) 2652 7199   | project.longjing@ms.ec.hk    | Thomas Lin / Alex Cheung / John Chuang                        |
| Orient Securities (Hong Kong) Limited              | 28/F-29/F, 100 Queen's Road Central, Central, Hong Kong SAR                            | N/A               | ECM1@dfzq.com.hk             | ECM   |
| Patrons Securities Limited                         | Unit 3214, 32/F., Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong SAR     | (852) 3192 4218   | ecm_psl@patronshk.com        | Mike Yeung  |
| SDICS International Securities (Hong Kong) Limited | 39/F, One Exchange Square, Central, Hong Kong SAR                                      | (852) 2213 1010   | ecm@sdicsi.com.hk            | ECM Department  |
| Zhongtai International Securities Limited          | 19 Floor, Li Po Chun Chambers, 189 Des Voeux Road Central, Hong Kong SAR               | (852) 3979 2800   | ecm@ztsc.com.hk              | Mr. Andy She / Mr. Bowen Chen / Ms. Mary Ma / Ms. Cecilia Lai |

## SCHEDULE 2 UNDERWRITING COMMITMENT

The maximum Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be as follows:

| <b>Name of Hong Kong Underwriter</b>                       | <b>Number of Hong Kong Offer Shares</b> | <b>Proportion (%)</b> |
|--|---|-----------------------|
| Citigroup Global Markets Asia Limited                      | See below                               | See below             |
| CMB International Capital Limited                          | See below                               | See below             |
| GF Securities (Hong Kong) Brokerage Limited                | See below                               | See below             |
| Guoyuan Securities Brokerage (Hong Kong) Limited           | See below                               | See below             |
| ABCI SECURITIES COMPANY LIMITED                            | See below                               | See below             |
| Celestial Securities Limited                               | See below                               | See below             |
| China Galaxy International Securities (Hong Kong) Co., Ltd | See below                               | See below             |
| CMBC Securities Company Limited                            | See below                               | See below             |
| First Shanghai Securities Limited                          | See below                               | See below             |
| Futu Securities International (Hong Kong) Limited          | See below                               | See below             |
| Long Bridge HK Limited                                     | See below                               | See below             |
| Morton Securities Limited                                  | See below                               | See below             |
| Orient Securities (Hong Kong) Limited                      | See below                               | See below             |
| Patrons Securities Limited                                 | See below                               | See below             |
| SDICS International Securities (Hong Kong) Limited         | See below                               | See below             |
| Zhongtai International Securities Limited                  | See below                               | See below             |

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

$$A = B/C \times 16,836,400 \text{ Offer Shares}$$

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 16,836,400, and (iii) the number of Hong Kong Offer Shares to be underwritten by each Hong Kong Underwriter may be adjusted as may be agreed by the Company and the Hong Kong Underwriters;

“B” is the number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter or any of its Affiliates has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement; and

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

## **SCHEDULE 3**

### **REPRESENTATIONS AND WARRANTIES**

#### **PART A: REPRESENTATIONS AND WARRANTIES OF THE WARRANTORS**

The Company and the Controlling Shareholders, jointly and severally, represent and warrant to, and agree with each of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters as follows:

#### **1 Accuracy and Adequacy of information**

- 1.1 (A) None of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum 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 therein, in the light of the circumstances under which they were made, not misleading (without taking into consideration, in each case, any amendment or supplement thereto), and (B) no individual Supplemental Offering Material conflicted or will conflict with the Hong Kong Public Offering Documents (as used herein, "Supplemental Offering Material" means any "written communication" (within the meaning of the Securities Act) prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares including without limitation, any roadshow material, press releases and analysts' presentations relating to the Offer Shares that constitutes such written communication, other than the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum or amendments or supplements thereto), provided, however, that the Company and the Controlling Shareholders make no representation or warranty as to the information furnished in writing to the Company by or on behalf of the Joint Sponsors, the Sponsor-OCs, the Overall Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI expressly and specifically for inclusion therein (specifically, the marketing name, legal name, logo, address and qualification of such Joint Sponsor, Sponsor-OC, Overall Coordinator, Joint Bookrunner, Joint Lead Manager, Hong Kong Underwriter or CMI.)
- 1.2 All information disclosed or made available in writing or orally from time to time and used as the basis of information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, and the CSRC Filings, (and any new or additional information serving to update or amend such information so disclosed or made available) by or on behalf of the Company and/or any other member of the Group and/or the Controlling Shareholders, and/or any of their respective directors, officers, employees, Affiliates or agents, to the Stock Exchange, the SFC, the CSRC, the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, 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, the Overall Coordinators, the Capital Market Intermediaries or the Hong Kong Underwriters for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including, without limitation, the answers and documents contained in or referred to in the Verification Notes and responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC, or any applicable Authority, and the information, answers and documents used as the basis of information contained in the Hong Kong Public Offering Documents or the Preliminary Offering Memorandum or the CSRC Filings, or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors in relation to the listing of the Company, information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct, the Listing Rules and other applicable Laws (including the CSRC Rules) and the

responses to queries and comments raised by the Stock Exchange, the SFC, the CSRC, or any applicable Authority and the information contained in the roadshow materials, press releases and analysts' presentations) was so disclosed or made available in full and in good faith and was, when given and, except as subsequently disclosed in both of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum or the CSRC Filings or otherwise notified to the Stock Exchange, the SFC, the CSRC, or any applicable Authority, as applicable, remains complete, true and accurate in all material respects and not misleading in any respect.

- 1.3 The Company (including, without limitation, its agents and representatives, other than the Hong Kong Underwriters and the International Underwriters in their capacity as such) (A) has not made, used, prepared, authorized, approved or referred to any Supplemental Offering Material and (B) will not prepare, make, use, authorize, approve or refer to any Supplemental Offering Material, in each case, without the prior consent of the Overall Coordinators.
- 1.4 All statements or expressions of opinion or intention, forward-looking statements, forecasts and estimates, if any, contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum, the CSRC Filings and any individual Supplemental Offering Material (including, without limitation, the statements regarding the sufficiency of working capital, future plans, use of proceeds, critical accounting policies, indebtedness, prospects, dividends, material contracts, litigation and regulatory compliance), at and as of the date of this Agreement and at all other times when the warranties are repeated pursuant to this Agreement, have been made after due and proper consideration, are or will remain fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held by the Company and its Directors and 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 its Directors the omission of which would make any such statement or expression misleading.
- 1.5 All forecasts and estimates and forward looking statements, if any, contained in each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum, the CSRC Filings and any individual Supplemental Offering Material have been made after due and proper consideration and on the bases and assumptions referred to therein and represent or will represent reasonable and fair expectations truly and honestly held based on facts known to the Company, any of its Affiliates, as applicable, and/or any of their respective directors, officers, employees or agents, as applicable, and there are and will be no other material bases and assumptions on which such forecasts or estimates have been prepared other than the bases and assumptions referred to in each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum, the CSRC Filings and any individual Supplemental Offering Material in which such forecasts or estimates are contained. Such forecasts or estimates do not or will not omit or neglect to include or take into account of any facts or matters which are or may be material to such forecasts or estimates or to the Global Offering; each of the CSRC Filings is and remains complete, true and accurate and not misleading in any respect, and does not omit any information which would make the statements made therein, in light of the circumstances under which they were made, misleading in any respect.
- 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 Memorandum headed "Future Plans and Use of Proceeds" represent the true and honest belief of the 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 Memorandum relating to the Group's indebtedness as at close of business on March 31, 2025 are complete, true and accurate and all developments in relation to the Company's indebtedness have been disclosed;
- 1.6.3 the statements relating to the Group's working capital, the Group's liquidity and capital resources, no material adverse change, and dividend policy contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum in the section headed "Financial Information" are complete, true and accurate and not misleading;
- 1.6.4 the interests of the Directors in the share capital of the Company and in contracts with the Company and any other member of the Group are fully and accurately disclosed as required by the applicable Laws in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum;
- 1.6.5 the statements contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum in the section headed "Risk Factors" are sufficient, true and accurate and without any omission and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration, and there are no other material risks or matters associated with the Group which has not been disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum;
- 1.6.6 each forward-looking statement contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum has been made or reaffirmed by the Directors with a reasonable basis and in good faith;
- 1.6.7 the reply to each question set out in the Verification Notes and the supporting documents relating thereto given by or on behalf of the Company or the Directors was so given by a person having appropriate knowledge and duly authorized for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate and not misleading; and
- 1.6.8 all statistical or market-related, operation or financial information disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum that were provided by the Company, including without limitation the Company's numbers of restaurants, average daily restaurant sale per store, total guests served per year, average guests served per day per restaurant, average spending per guest, table turnover rates, breakeven information of restaurants, numbers of same stores, same store sales, same store sales growth, restaurant level operating profit, percentage of total restaurant level operating profit/loss, average time to achieve initial breakeven, cash investment payback period, total guests served, number of loss-making restaurants, revenue of loss-making restaurants, and percentages of the purchase amount by the five largest suppliers to total purchase, has been derived from the records of the Group using systems and procedures which incorporate adequate safeguards to ensure that the information is accurate and complete and presents fairly the information shown therein. Statistical and market-related data, including without limitation statements relating to the rankings and market positions of the Company or any of its Affiliates and market shares, contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum as having come from a source other than the Company are

based on or derived from sources (whether or not publicly available), which the Directors have a reasonable basis for believing that the information based thereon or derived therefrom is reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

- 1.7 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum, the OC Announcement and the PHIP), the CSRC Filings and all filings and submissions provided by or on behalf of the Company or any of its Affiliates to the Stock Exchange, the SFC, the CSRC and/or any applicable Authority have complied or will comply with all applicable Laws. As stated herein, “OC Announcement” means the announcement dated 20 December 2024 setting out the name(s) of the overall coordinator(s) appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s), for example, an announcement on the termination of the engagement of an overall coordinator.
- 1.8 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, and such authority and confirmations remain in full force and effect.
- 1.9 Except where waiver for non-compliance has been granted by the Stock Exchange and/or the SFC and disclosed in the Hong Kong Public Offering Documents, each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum contains or includes (A) all information and particulars required to comply with, where applicable, the Companies (Winding Up and Miscellaneous Provisions) Ordinance, the Cayman Companies Law, the Listing Rules and all other applicable Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the Shares on the Stock Exchange and (B) all such information as investors and their professional advisers would require, and reasonably expect to find therein, for the purpose of making an informed assessment of the business operation, assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the other members of the Group, taken as a whole, and the rights attaching to the Shares. No circumstances, event or situation exists or has arisen which are likely to materially or adversely affect the condition of the Company or any other member of the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group which has not been disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 1.10 Each of the AP and PHIP is in compliance with the Guide for New Listing Applicants issued by the Stock Exchange and was submitted by the Company in accordance with the Guide for New Listing Applicants. Each of the AP and PHIP contains no information on the price of the Shares of the Company, or on the total number of Shares available, or in relation to the means to subscribe for Shares. Each of the AP and PHIP does not contain any application forms for the Shares, nor any description or explanation for means of subscribing for Shares. Each of the AP and PHIP does not constitute a prospectus, notice, circular, brochure or advertisement offering to sell any securities to the public in any jurisdiction, nor is it an invitation to the public to make offers to subscribe for or purchase any securities, nor is it calculated to invite offers by the public to subscribe for or purchase any securities. Each of the AP and PHIP is not an inducement to subscribe for or to purchase any securities, and no such inducement was intended or made by the Company in publishing the AP and/or PHIP.
- 1.11 The PHIP is in compliance with the Stock Exchange’s the Guide for New Listing Applicants on redactions and contains the appropriate warning and disclaimer statements for publication.

- 1.12 The statements relating to the total amount of fees paid or payable to the Joint Sponsors, and the aggregate of the fees and the ratio of fixed and discretionary fees paid or payable to all syndicate members contained in each of the Hong Kong Prospectus, the Preliminary Offering Memorandum and the PHIP are complete, true and accurate in all material respect and not misleading.

## **2 The Company and the Group**

- 2.1 As of the date of this Agreement, the Company has the authorized and issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “Share Capital,” and all of the issued shares of the Company have been duly authorized and validly issued and are fully paid and non-assessable, have been issued in compliance with all applicable Laws, were not issued in violation of the Company's Articles of Association and are subject to no Encumbrance.
- 2.2 The Company has been duly incorporated and is validly existing as a corporation in good standing under the Laws of the Cayman Islands, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, to execute and deliver each of this Agreement and the International Underwriting Agreement, and each of the Operative Agreements and to perform its obligations hereunder and, and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company comply with the requirements of the Laws of the Cayman Islands and are in full force and effect.
- 2.3 The Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance. The Articles of Association and other constituent or constitutive documents and the business license of the Company comply with the applicable Laws of Hong Kong (including, without limitation, the Listing Rules) and the requirements of the Laws of the Cayman Islands and are in full force and effect.
- 2.4 The Company and each Subsidiary is duly qualified to transact business, is in good standing and have obtained or made all necessary Approvals and Filings in each jurisdiction where such qualification or good standing is required (by virtue of its business, ownership or leasing of properties or assets or otherwise) and all conditions applicable to any relevant Approvals and Filings have been and are complied with, except where the failure to be so qualified and in good standing would not, individually or in the aggregate, result in a Material Adverse Change, and there are no material facts or circumstances exist or have in the past existed which may lead to the revocation, recession, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of or in existing Approvals and Filings or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or involve any member of the Group in additional expenditure.
- 2.5 (A) The Company has no subsidiaries, jointly-controlled companies or associated companies other than those as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “Appendix I – Accountants’ Report;” (B) except as disclosed in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “Appendix I – Accountants’ Report,” the Company owns all of the issued or registered share capital or other equity interests of or in each of its subsidiaries; (C) except as disclosed in the Hong Kong Offering Document and the Preliminary Offering Memorandum, other than the share capital or other equity interests of or in the Company's subsidiaries, the Company does not own, directly or indirectly, any share capital or any other equity interests or long-term debt securities of or in any



corporation, firm, partnership, joint venture, association or other entity; all of the issued shares of each of the members of the Group that is a non-PRC person have been duly authorized and validly issued, are fully paid up or otherwise in compliance with the applicable Laws and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance; (D) each of the members of the Group that is a PRC person has been duly and validly established, and the registered capital (in the form of shares or otherwise) of such member has been validly issued and fully paid up or otherwise in compliance with their articles of association and applicable Laws with all contributions to such registered capital having been paid in accordance with their articles of association and applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance; (E) except as otherwise set forth in the Hong Kong Offering Document and the Preliminary Offering Memorandum, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; (F) each of the other members of the Group is a legal person with limited liability and the liability of the Company in respect of equity interests held in each such member of the Group is limited to its investment therein; and (G) except as otherwise set forth in the Hong Kong Offering Document and the Preliminary Offering Memorandum, none of the members of the Company's board of directors or management owns, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group.

- 2.6 Each member of the Group has been duly incorporated, registered or organized and is validly existing as a legal person with limited liability in good standing under the Laws of the jurisdiction of its incorporation or registration, with full right, power and authority (corporate and other) to own, use, lease and operate its properties or assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum. Each of the members of the Group that is a PRC person has made its annual report filing with the State Administration for Market Regulation of the PRC or its local branch without being found to have any material deficiency or to be in default under applicable PRC Laws in a material manner and has timely received all requisite certifications from each applicable PRC Authority. Each member of the Group is capable of suing and being sued.
- 2.7 The Articles of Association, other constituent or constitutive documents and the business licence or permit of each member of the Group comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organization, and are in full force and effect.
- 2.8 Each member of the Group has full power and authority to declare, make or pay any dividend or other distribution and to repay loans to any of its shareholders without the need for any consents, approvals, authorizations, filings and registrations of or with any Authority.
- 2.9 (A) Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, each member of the Group is duly qualified and has obtained all Approvals and completed all Filings (as the case may be) (including without limitation food operation licenses, as-built acceptance check on fire prevention, fire safety filing and/or fire safety inspection), and is in good standing in each jurisdiction where such qualification is required (by virtue of its business, ownership

or leasing of properties or assets or otherwise); and (B) each member of the Group that is a PRC person has passed each annual examination by the applicable PRC Authorities without being found to have any material deficiency or to be in material default under applicable PRC laws and has timely received all requisite certifications from each applicable PRC Authority;

- 2.10 Each member of the Group and the Group as a whole is in compliance with the relevant PRC foreign investment laws, including full compliance with the requirements on the operation of restaurant operations, delivery business and sales of condiment products and food ingredients by foreign investment enterprises under the PRC Laws;
- 2.11 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group but which is not directly or indirectly related to the business of such member of the Group or the business of the Group, taken as a whole, as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 2.12 No member of the Group has entered into any agreement for the establishment of any company or undertaking in which any member of the Group will, or agrees to own or control, a majority interest.
- 2.13 The Company is a “foreign issuer” (as such term is defined in Regulation S) and reasonably believes that there is no “substantial U.S. market interest” (as such term is defined in Regulation S) in the Offer Shares or in any securities of the Company of the same class as the Offer Shares.

### **3 Offer Shares**

- 3.1 The ultimate legal and beneficial owners of the Shares, prior to the issuance of the Offer Shares by the Company for subscription and the sale of the Sale Shares under the Global Offering, are fully and accurately disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular. The Offer Shares have been duly and validly authorized and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly issued and non-assessable, free of any preemptive right, resale right or right of first refusal or otherwise subject to any Encumbrance, and will have attached to them the rights and benefits specified in the Articles of Association as described in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum and, in particular, 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.
- 3.2 The certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under the applicable Laws; the Offer Shares 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 save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the applicable Laws or the Articles of Association or other constituent or constitutive documents of the Company or any agreement or other instrument to which the Company is a party.
- 3.3 No holder of the Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of any of the Company’s liabilities or obligations by reason of being such a holder.

- 3.4 As of the Listing Date, the Company will have the issued share capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “Share Capital,” and, assuming the full exercise of the Over-Allotment Option, as of the relevant settlement date for the Option Shares, the Company will have the issued capital as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “Share Capital.” The share capital of the Company, including the Offer Shares, conforms in all material respects to each description thereof contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 3.5 Neither the Company, any other member of the Group, or any of their respective Affiliates, nor any other person acting on its or their behalf (other than the Underwriters or any person acting on their behalf, as to whom no representation is given) has offered, sold, issued or distributed any securities during the six-month period preceding the date hereof, including any offer or sale 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 this Agreement, the International Underwriting Agreement or the Cornerstone Investor Agreements. The Company shall 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 any 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.

#### **4 This Agreement and Operative Agreements**

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Operative Agreements and any other document required to be executed by the Company has been duly authorized, executed and delivered by the Company and, when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.
- 4.2 The statements set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed, respectively, “Structure and Conditions of the Global Offering” and “Underwriting,” insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

#### **5 Global Offering**

- 5.1 All necessary authorizations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be issued to the applicants under the Global Offering and the Company has power under its Articles of Association to issue the Offer Shares or cause the transfer of the Sale Shares pursuant to the Global Offering without any further sanction.
- 5.2 No Approvals or Filings, or order of, or qualification with, any Authority is required for the performance by the Company of its obligations under this Agreement, the International Underwriting Agreement or the Operative Agreements and the consummation by the Company of the transactions contemplated herein, therein or as described in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.

- 5.3 The Company will have sufficient Shares to permit the issue of the Offer Shares pursuant to the Global Offering and Option Shares pursuant to the Over-allotment Option and any full exercise of the general mandate to issue Shares as described in the section headed “Appendix V – Statutory and General Information” in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, and will have full power under its memorandum of association and Articles of Association to issue the Offer Shares and the Option Shares and the general mandate as referred to above and such Shares will, when allotted and issued, be properly allotted and issued in accordance with the terms of the Global Offering, the Over-Allotment Option or the general mandate as referred to above.
- 5.4 There are no contracts, agreements or understandings between the Company and any person that would give rise to a claim against the Company or any Hong Kong Underwriter for a brokerage, commission, finder’s fee or other like payment in connection with the Global Offering.
- 5.5 Neither the Company, any of its Affiliates, as such term is defined in Rule 501(b) under the Securities Act (collectively, “Affiliates” and each, and “Affiliate”) nor any person acting on its or their behalf (other than the Hong Kong Underwriters or any person acting on their behalf, as to whom the Company makes no representation, warranty or undertaking) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require registration of the Offer Shares under the Securities Act or has offered or sold the Offer Shares by means of any (A) 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 (B) directed selling efforts within the meaning of Rule 902 under the Securities Act, and the Company has complied with and will comply with the applicable offering restriction requirements of Regulation S.
- 5.6 The statements set forth in the Hong Kong Public Offering Documents and in the Preliminary Offering Memorandum (A) under the sections headed “Summary,” “Risk Factors,” “Description of Our Shares,” “Taxation,” “Information about this Prospectus and the Global Offering,” “Share Capital,” “Structure and Conditions of the Global Offering” and “Appendix IV – Summary of the Constitution of Our Company and Cayman Company Law,” insofar as they purport to constitute summaries of the terms of the Shares, and (B) under the sections headed “Enforceability of Civil Liabilities,” “Exchange Rate Information,” “Notice to Investors,” “Summary,” “Risk Factors,” “Plan of Distribution,” “Information About this Prospectus and the Global Offering,” “Corporate Information,” “Regulatory Overview,” “History, Reorganization and Corporate Structure,” “Business,” “Directors and Senior Management,” “Substantial Shareholders,” “Financial Information,” “Future Plans and Use of Proceeds,” “Underwriting,” “Structure and Conditions of the Global Offering,” “Appendix IV – Summary of the Constitution of Our Company and Cayman Company Law” and “Appendix V – Statutory and General Information,” insofar as they purport to describe the provisions of the laws and documents referred to therein, are true and accurate.
- 5.7 Neither the Company, any of the other members of the Group, nor any of their respective directors 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 Memorandum. No member of the Group nor any director or officer, or, to the best knowledge of the Company, any agent, employee or Affiliate of any member of the Group 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 Memorandum.

## **6 No conflict, compliance and approvals**

- 6.1 No member of the Group is in breach or violation of or in default (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) under (A) its Articles of Association, or other constituent or constitutive documents and its business license, or (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 the case of clause (B) or (C), such violations or defaults would not, individually or in aggregate, result in a Material Adverse Change.
- 6.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Agreements and any other document required to be executed by the Company pursuant to the provisions in the agreements above, the issuance, allotment, and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfillment of the terms hereof or thereof, 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 fulfillment 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 material 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, or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the Articles of Association, or other constituent or constitutive documents or the business license of any member of the Group, or (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 any member of the Group is a party or by which any member of the Group is bound or any of its properties or assets may be bound or affected, or (C) any Laws applicable to any member of the Group or any of their respective properties or assets.
- 6.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the Shares on the Main Board of the Stock Exchange, and there is no reason to believe that such approval may be revoked, suspended or modified.
- 6.4 Except for the requisite registration with the Registrar of the 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 of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of its Affiliates, or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the offer, issuance and sale of the Offer Shares or the performance by the Company of its obligations hereunder or under the International Underwriting Agreement or the Operative Agreements or the consummation of the transactions contemplated by this Agreement have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 6.5 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.

- 6.6 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules, and the Company has not provided any undertakings to the CSRC which had not been disclosed or otherwise notified to the Joint Sponsors.
- 6.7 Save as otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or shares of any other capital stock of the Company, (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase Shares or shares of any other shares of the Company, (C) the right to act as an underwriter or as a financial adviser to the Company in connection with the offer and sale of the Offer Shares, or (D) the right, contractual or otherwise, to cause the Company to include any Shares or shares of the Company in the Global Offering.
- 6.8 Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, (A) the Company and any of its Affiliates (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto; and (ii) have obtained or made and hold and are in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any of its Affiliates or any of their respective properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations in the manner presently conducted or proposed to be conducted as described in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, except to the extent that such failure to so comply with such Laws or to obtain, make or hold or comply with such Approvals and Filings would not, individually or in aggregate, result in a Material Adverse Change; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled or performed or other burdensome restrictions or conditions not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum; (C) all such Approvals and Filings are valid and in full force and effect, and neither the Company nor any of its Affiliates is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, cancellation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, cancelling, suspending or modifying, any such Approvals and Filings, and there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional material expenditures, except in each of the above cases, such failure, violation or default as would not individually or in aggregate results in a Material Adverse Change; (D) no Authority, in its inspection, examination or audit of any member of the Group has reported findings or imposed penalties that have resulted or could reasonably be expected to result in individually or in the aggregate, any Material Adverse Effect and, with respect to any such inspection, examination or audit, all findings have been properly rectified, all penalties have been paid and all recommendations have been adopted; and (E) neither the Company or other member of the Group, nor any Controlling Shareholder had entered into any undertakings, commitments, agreements, arrangements or understandings (whether written or oral) with any Authority (including, without limitation, the CSRC) which had not been disclosed or otherwise notified to the Joint Sponsors.

- 6.9 (A) Except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, the Company and the other members of the Group and their respective operations are in compliance in all material respects with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance in all material respects with all Approvals and Filings required under, any and all applicable Laws relating to food safety; (B) except as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any applicable Laws relating to food safety, which would, individually or in the aggregate, result in a Material Adverse Change; (C) the Group has established and maintains and evaluates food safety and quality controls and procedures to ensure compliance with applicable laws relating to food safety and quality; (D) any incidents relating to food safety as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum have been rectified to a sufficient standard or level for compliance by the Company and other members of the Group with all applicable Laws relating to food safety.
- 6.10 (A) The statements set forth in the section “Future Plans and Use of Proceeds” of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum are complete, true and accurate in all material respects and not misleading in any respect; (B) all material Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Company or any its Affiliates or any of their respective 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 Memorandum, have been obtained or made, and to the extent such Approvals and Filings are required under the PRC foreign exchange control regulations in connection with the use and application of the proceeds, will be obtained or made; except as otherwise disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, and no event has occurred, and no circumstance exist, which could prevent the Company or any of its Affiliates from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained; and (C) 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 Memorandum, 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 fulfillment 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 material 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, or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the Articles of Association, or other constituent or constitutive documents or the business license of any member of the Group, (ii) 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 any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets.
- 6.11 The Hong Kong Public Offering, the International Offering and any other transactions provided for or contemplated by this Agreement, the International Underwriting Agreement and all Operative Agreements will, in so far as they are the responsibility of the Company or any other member of the Group, be carried out in accordance with all applicable Laws and regulatory requirements in Hong Kong and any other Relevant Jurisdictions.

## 7 Accounts and other financial information

- 7.1 The Reporting Accountants, whose accountants' report on certain consolidated financial information of the Group is included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, are independent public accountants as defined by the Hong Kong Institute of Certified Public Accountants and its rulings and interpretations.
- 7.2 (A) The audited consolidated financial information (and the notes thereto) of the Group included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum gives a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated profit and loss and other comprehensive income, consolidated cash flows and changes in shareholders' equity of the Group for the periods specified, and have been prepared in conformity with International Financial Reporting Standards ("IFRS") issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial information of the Company included therein; (C) the pro forma adjusted net tangible assets per Share (and the notes thereto) (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 Memorandum have been prepared in accordance with the applicable requirements of the Listing Rules, the assumptions used in the preparation of such pro forma adjusted net tangible assets per Share (and other pro forma financial statements, information and data, if any) are reasonable, 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 adjusted net tangible assets (and other pro forma financial statements, information and data, if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum that are not included as required; and (E) the Group does not have any material liabilities or obligations, direct or contingent (including, without limitation, any off-balance sheet obligations), not described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 7.3 The unaudited consolidated management accounts of the Group as of March 31, 2025 and for the three months ended March 31, 2025 and other accounting records of the Company (A) have been prepared in conformity with IFRS applied on a consistent basis throughout the periods involved, (B) have been compiled on a basis consistent with the audited consolidated financial information of the Company included in each of the Hong Kong Prospectus and the Preliminary Offering Memorandum, (C) give a true and fair view of and reflect in conformity with the accounting policies of the Company and IFRS all the transactions entered into by the Company or any of the members of the Group or to which the Company or any of the members of the Group was a party during the periods involved, (D) give a true and fair view of normal recurring adjustments which are necessary for a fair presentation of the combined results of operations of the Company and the members of the Group for the interim period involved, and (E) contain no material inaccuracies or discrepancies of any kind, and (F) present fairly the consolidated financial position of the Group as of March 31, 2025 and the consolidated results of operations of the Group for the three months ended March 31, 2025; and there has been no decrease in share capital or cash and cash equivalents or increases in lease liabilities or bank loans of the Group as of March 31, 2025 as compared to amounts shown in latest audited consolidated balance sheet of the Group as of December 31, 2024 included in each of the Prospectus and the Preliminary Offering Memorandum and there has



been no decrease in revenue of the Group as compared to the corresponding period in the preceding year as shown in the unaudited consolidated management accounts of the Group for the three months ended March 31, 2025.

- 7.4 The statements set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “Financial Information - Critical Accounting Policies and Estimates” , when read together with the Accountants’ Report set forth in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, are complete, true and accurate and not misleading and describe in all material respects (A) accounting policies which the Company believes are the most material to the portrayal of the Group’s financial condition and results of operations (**“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; the board of directors, senior management and audit committee of the Company have reviewed and agreed with the selection, application and disclosure of the Critical Accounting Policies and have consulted with the Reporting Accountants with regard to such disclosure.
- 7.5 Each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum accurately and fully describes (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect liquidity of the Group and could reasonably be expected to occur, and (B) all material off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent; the Group has no material relationships with non-consolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would, or could reasonably be expected to, have a material effect on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.
- 7.6 The memorandum of the board of Directors on profit forecast for the year ending 31 December 2025 and working capital forecast for the period from 1 January 2025 to 30 June 2026, which has been approved by the Directors and reviewed by the Reporting Accountants in connection with the Global Offering, has been 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 in accordance with the Company’s accounting policies described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum consistently applied and (C) 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 such memorandum.
- 7.7 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no 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; (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 and the Preliminary Offering Memorandum and the comfort letters to be issued by the Reporting Accountants in connection with the

Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading; and (C) no material information was withheld from the Reporting Accountants or the Hong Kong Underwriters for the purposes of their review of the pro forma adjusted net tangible assets and all other pro forma financial statements, information or data, if any, of the Company included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 7.8 The Group has sufficient working capital to meet its present and future cash requirements for at least the next 12 months from the Hong Kong Prospectus Date, taking into account its cash flow generated from operating activities, bank borrowings and available banking facilities and net proceeds from the Global Offering.

## 8 **Indebtedness and material obligations**

- 8.1 (A) except as otherwise set forth in the Hong Kong Offering Document and the Preliminary Offering Memorandum, no member of the Group 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, and hire purchase commitments, or any material mortgage or charge or any material guarantee or other contingent liabilities (including material guarantee or other material contingent liabilities in respect of indebtedness of any party that is not any member of the Group), (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfillment 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 fulfillment 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 such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the Company's best knowledge upon due and careful inquiry, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the Company's best knowledge upon due and careful inquiry, no circumstance has arisen such that any person is now entitled to require payment of any indebtedness of any member of the Group or under any guarantee of any liability of any member of the Group by reason of default of such member of Group or any other person or under any guarantee given by any member of the Group, and (E) no member of the Group has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.
- 8.2 (A) the amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its Articles of Association or other constituent or constitutive documents or its business license or in any debenture or other deed or document binding upon it; (B) no member of the Group 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 any member of the Group which is material to such member of the Group, (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) such member of the Group has the right to drawdown all undrawn amounts under such borrowing facility, and (iii) no event has occurred, and no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) no event has occurred, and no circumstances exist, in relation to any material government grants, financial subsidies or financial assistance received by or granted to the Company or any of the other members of the Group from or by any Authority in consequence of which the

Company or the relevant member of the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

- 8.3 All guarantees of indebtedness of the Group are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of the Group in respect of indebtedness of any party that is not any member of the Group.
- 8.4 None of the Company's aArticles of Association, constitutive documents, business licence imposes any limitation on the Company's borrowing.

## **9 Subsequent events**

- 9.1 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract, agreement or arrangement that is material to such member of the Group, (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation that is material to such member of the Group, (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to such member of the Group, (D) cancelled, waived, released or discounted in whole or in part any material debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce, its capital stock of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of any class, or (G) entered into a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in clauses (A) through (F) above.
- 9.2 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no member of the Group has sustained any loss or interference with its business from fire, explosion, flood, earthquake, health epidemics or infectious diseases, or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority, except where such loss or interference would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change.
- 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 Memorandum, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change to the Company and the other members of the Group, taken as a whole, (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.
- 9.4 (A) There has been no material change in the share capital or material increase in interest-bearing bank and other borrowings 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 statements of financial position of the Group as of December 31, 2024 included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum; and (B) there has been no material decreases in revenue,

gross profit, profit before tax or profit for the year, or material increases in raw materials and consumables used, staff costs, depreciation of right-of-use assets, other rentals and related expenses, depreciation and amortization of other assets, utilities expenses, delivery service expenses and other expenses during the period from the date of the latest audited consolidated income statement of the Group included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum to (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 the corresponding period in the preceding financial year ended December 31, 2024.

- 9.5 Subsequent to the respective dates as of which information is given in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum: (A) each member of the Group 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 each member of the Group has continued to pay its creditors in the ordinary course of business and on arms' length 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; and (B) there has been no material adverse change in the relations of the Group's business with its customers or suppliers.
- 9.6 (A) None of the Group's suppliers and customers has owned any interest in any members of the Group; (B) none of the members of the Group, its controlling shareholders, directors and their respective associates has owned any interest in the Group's suppliers and customers; (C) none of the Group's suppliers and customers are connected persons of the Group; (D) the Group have not had any litigation, claims or material disagreements with the Group's suppliers and customers; (E) none of the members of the Group has provided any form of financial assistance to the Group's suppliers and customers; and (F) none of the Group's suppliers and customers has provided any form of financial assistance to any members of the Group.

## **10 Assets and Properties**

- 10.1 (A) Each of the Company and the other members of the Group has valid, good and marketable title, has been granted valid land use rights and building ownership rights (as applicable) and completed all relevant land use right grant or transfer procedures to all real properties and buildings that it purports to own and valid and good title to all personal properties and assets that it purports to own as described in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, in each case free and clear of all Encumbrances, except such as would not, and could not reasonably be expected to, individually or in the aggregate, (i) adversely affect the value of such property or asset; (ii) interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, or adversely limit, restrict or otherwise affect the ability of the relevant member of the Group to utilize, improve, develop or redevelop such property or asset or (iii) result in a Material Adverse Effect; (B) each real property, personal property, building or asset, as applicable, held under lease by the Company or any of the other members of the Group is held by it under a lease in full force and effect that has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and could not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; no material default (or event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature

that has been asserted by any person which (i) may be adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (ii) which may affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by any member of the Group; (C) neither the Company nor any of the other members of the Group owns, operates, manages or has any other right or interest in any other real property, personal property, building or asset, as applicable, 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 Memorandum, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, other than those properties and assets the absence of which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; (D) neither the Company nor any other member of the Group owns, operates, manages, lease or has any other right or interest in any other real property, land or buildings of any kind which carrying amount is or is above 15% of the consolidated total assets of the Company as set out in the consolidated balance sheet of the Group set out in the Accountants' Report set out in Appendix I to the Hong Kong Prospectus; (E) the use of all properties owned or leased by each member of the Group is in accordance with its permitted use under all applicable Laws; and (F) no member of the Group has any material existing or contingent liabilities in respect of any properties previously occupied by it or in which it has owned or held any interests.

- 10.2 All the machinery and equipment used by each member of the Group are in a good state of repair and are not unsafe, obsolete or in need of renewal or replacement, and can be efficiently and properly used for the purposes for which they were acquired or are retained.

## 11 Intellectual Property and Information Technology

- 11.1 (A) The Company and the other members of the Group own free of Encumbrances, or have obtained (or can obtain on reasonable terms) licenses necessary for, or other rights to use, all trademarks (both registered and unregistered), trade names, patents, licenses, inventions, copyrights, know-how (including, without limitation, trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), domain names, 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 Memorandum as being owned or licensed or used by them or that are necessary for the conduct of, or relevant to, their respective businesses as currently conducted or as proposed to be conducted, except where the failure to own, lease or have such rights would not, individually or in the aggregate, result in a Material Adverse Change; (B) each agreement or arrangement pursuant to which the Company or any other member of the Group has obtained necessary licenses for, or other necessary rights to use, the Intellectual Property is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied in all material respects with the terms of each such agreement which is in full force and effect, except where such lack of, or invalidity of, license or non-compliance would not, individually or in the aggregate, result in a Material Adverse Change, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any other member of the Group has occurred and is continuing or is likely to occur under any such agreement; (C) there is no claim to the contrary or any challenge by



any other person to the rights of the Company or any other member of the Group with respect to the Intellectual Property; there are no third parties who have or will be able to establish rights to any Intellectual Property; there is no infringement by third parties of any Intellectual Property; (D) neither the Company nor any other member of the Group has infringed or is infringing the intellectual property of a third party, and to the best of the Company's knowledge after due and careful inquiry, neither the Company nor any other member of the Group has received notice of a claim by a third party to the contrary; (E) 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, including any Authority, challenging (i) the rights of the Group in or to any Intellectual Property or (ii) any agreement or arrangement pursuant to which any member of the Group uses such Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; (F) 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, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim; and (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 that the Company or any other member of the Group infringes or otherwise violates or would, upon the provision of any services as described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, if any, infringe or violate, any patent, trade or service mark, trade or service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim.

- 11.2 The trademarks shown in the section headed "Appendix IV – Statutory and General Information – B. Further Information About Our Business – 2. Intellectual Property Rights of the Group" of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum are the registered trademarks owned by the Group which are material to the business of the Group as currently conducted.
- 11.3 (A) All computer systems, network infrastructure, communications systems, software and hardware which are currently owned, licensed or used by the Company or any other member of the Group (collectively, the "**Information Technology**") comprise all of the information technology systems and related rights necessary to conduct, or material to, the respective businesses of the Company and the other members of the Group as currently conducted; (B) the Company and the other members of the Group either legally and beneficially own, or have obtained valid licenses for, or other rights to use, all of the material Information Technology, and such licenses or rights are in full force and effect and have not been revoked or terminated and there are no known grounds on which they might be revoked or terminated; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licences for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, the Company and the other members of the Group have complied with the term of each such agreement which 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 as default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement and no notice has been given by or to any party to terminate any such agreement; (D) all the records and systems (including but not limited to the Information Technology) and all data and information of the Group are maintained and operated by the Group and are not wholly or partially dependent on any facilities not under the exclusive ownership or control of the Company and the other members of the Group; and (E) there are no material defects relating to the Information Technology which have caused or might reasonably be expected to cause any substantial disruption or interruption in or to the business of the Company and any Group Company; (F) the Group has in place procedures to prevent unauthorized access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software

and data; and (G) the Group 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 predictable and preventable disruption to the business of the relevant member of the Group.

- 11.4 (a) Each of the Company and other members of the Group has complied in all material aspects with all applicable Laws concerning cybersecurity, data protection, confidentiality and archive administration (collectively, the “**Data Protection Laws**”); (b) neither the Company nor any other member of the Group is, or, to the best knowledge of the Company, is expected to be classified as, a “critical information infrastructure operator” under the Cybersecurity Law of the PRC; (c) neither the Company nor any other member of the Group 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 the PRC (the “**CAC**”), the CSRC, or any other relevant Authority which could have a material adverse impact on its business operations and sustainability; (d) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice 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 where any such breach or non-compliance or prohibition would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change on its business operations and sustainability; (e) neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorized destruction or unauthorized disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data, where any such claim or order would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change on its business operations and sustainability; (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 members of the Group for the purposes of, inter alia, searching them or seizing any documents or other materials found there; (g) neither the Company nor any other member of the Group has received any communication, enquiry, 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) which could have a material adverse impact on its business operations and sustainability; (h) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review, by the CAC, the CSRC, or any other relevant Authority on the Company or any other member of the Group or any of their respective directors, officers and employees which could have a material adverse impact on its business operations and sustainability; (i) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules) which could have a material adverse impact on its business operations and sustainability; and (j) neither the Company nor any other member of the Group 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;
- 11.5 The Company and the other members of the Group have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their material confidential information and the integrity, continuous operation, redundancy and security of all 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 (“**Personal Data**”)) used in connection with their businesses and/or the Global Offering, and there have been no material breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability or the duty to notify any other person, nor any incidents under internal review or investigations relating to the same. The Company and the other members of the Group are presently in compliance in all material respects with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of Personal Data and to the protection of such Personal Data from unauthorized use, access, misappropriation or modification.

- 11.6 The Company and the other members of the Group have (A) complied in all respects with all intellectual property protection requirements set forth in the agreements with the Group’s customers or suppliers; and (B) adopted and implemented effective intellectual property protection measures and procedures satisfactory to the Group’s customers and suppliers; neither the Company nor any other member of the Group has received any complaint from any customer, supplier or any other person for failing to protect such person’s Intellectual Property; and there is no pending or, to the best knowledge of the Company, threatened action, suit, proceeding or claim by any customer or supplier or any other person that the Company or any other member of the Group fails to such person’s Intellectual Property, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claim.

## 12 Compliance with employment and labor Laws

- 12.1 Except as disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no member of the Group is making or has made any contribution to, or participates or has participated in, or has any 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; where any member of the Group participates in, or has participated in, or is liable to contribute to any such schemes, the Group does not have any outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; there are no amounts owing or promised to any present or former directors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; no directors or senior management or key employees of any member of the Group have given or been given notice terminating their contracts of employment; there are no proposals to terminate the employment or consultancy of any directors, key employees or consultants of any member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit) except for such termination, variation or amendment that would not, and could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; no member of the Group have outstanding any 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, key employees or consultants by them; and no material liability has been incurred by any member of the Group 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 any member of the Group.



- 12.2 All contracts of service in relation to the employment of the employees, directors and consultants of each member of the Group are in all material respects on usual and normal terms which do not and will not in any way whatsoever impose any unduly onerous obligation on the relevant member of the Group and the subsisting contracts of service to which any member of the Group is a party are legal, valid and enforceable (except for provisions in restraint of trade which may be subject to unfavorable judicial interpretation) and are determinable at any time on reasonable notice without compensation (except for statutory compensation) and there are no claims pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or capable of arising against any member of the Group, by any employee, director, consultant or third party, in respect of any accident or injury not fully covered by insurance; each member of the Group has, in relation to its respective directors, employees or consultants (and so far as relevant to each of its respective former directors, employees or consultants), complied in all respects with all material terms and conditions of such directors', employees' or consultants' (or former directors', employees' or consultants') contracts of employment or consultancy.
- 12.3 Except for matters which would not, individually or in the aggregate, result in a Material Adverse Change, there is (A)(i) no dispute with the Directors and no strike, labor dispute, slowdown or stoppage or other conflict with the employees of any member of the Group pending threatened against any member of the Group, (ii) no union representation dispute currently existing concerning the employees of any member of the Group, and (iii) no existing, imminent or threatened labor disturbance by the employees of any of the principal suppliers, contractors or customers of any member of the Group; and (B) there have been and are no violations of any applicable labor and employment Laws by any member of the Group.
- 12.4 Except as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, none of the Company or any other member of the Group has any pension scheme other than the participation in the mandatory social security funds under PRC Laws; and there is no ground upon which any applicable registrations or exemptions in respect of any of the social security funds in the PRC referred to in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, could be withdrawn or cancelled.

### 13 Compliance with environmental Laws

- 13.1 (A) The Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all Approvals and Filings required under, any and all applicable Environmental Laws (as defined below), except where such non-compliances have not, or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (B) there are no past, present or, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to the Company and any other members of the Group, taken as a whole, under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws in all material respects; (C) no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below), which would, individually or in the aggregate, result in a Material Adverse Effect (as used herein, "**Environmental Laws**" means Laws relating to health, safety, the environment (including, without limitation, the protection, cleanup or restoration thereof), natural resources or Hazardous Materials (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, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law).

## 14 Insurance

- 14.1 The description of the Group's insurance arrangements in each of the Hong Kong Public Offering Documents and Preliminary Offering Memorandum is true and accurate in all material respects. The Company and each of the other members of the Group maintain insurance covering their respective businesses, operations, properties, assets and personnel with insurers of recognized financial responsibility as the Company reasonably deems adequate; such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses; all such insurance is fully in force on the date hereof and will be fully in force at all other times when the warranties are repeated pursuant to this Agreement; all premiums due in respect of such insurance policies have been duly paid in full and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and other members of the Group; the Company and the other members of the Group are in compliance with the material terms of all such insurance and there are no material claims by the Company or any of the other members of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; neither the Company nor any of the other members of the Group has any reason to believe that it will not be able to renew any such insurance as and when such insurance expires; neither the Company nor any of the other members of the Group has been refused any insurance coverage sought or applied for. None of the Group's policies of insurance are subject to any special or unusual terms or restrictions or to the payment of any premium which has been significantly increased as a result of claims history, except in each of the above cases, would not, individually or in the aggregate, result in a Material Adverse Change.

## 15 Internal controls

- 15.1 The Group has established and maintains and evaluates a system of internal accounting and financial reporting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization, (B) transactions are recorded as necessary to permit preparation of financial statements in compliance with IFRS 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 action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position and prospects of the Company and the other members of the Group, and 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; the Company's current management information and accounting and financial reporting control system has been in operation for at least six months during which neither the Company nor any of the other members of the Group has experienced any material difficulties with regard to clauses (A) through (F) above. There are no material weaknesses in the Company's internal controls over accounting and financial reporting and no changes in the Company's internal controls 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 internal controls over accounting and financial reporting.

- 15.2 The Group 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 other member of the Group is made known in a timely manner to the Company's board of directors and management by others within those entities, and (B) the Company and its board of directors comply in a timely manner with the requirements of the Listing Rules, the Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and any other applicable Laws, including, without limitation, the requirements of the Listing Rules on disclosure of inside information (as defined and required in the Securities and Futures Ordinance) 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; for the purposes of this subsection, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Laws, inside information and information on notifiable, connected and other transactions required to be disclosed under the Listing Rules and/or other applicable Laws, is recorded, processed, summarized and reported, in a timely manner and in any event within the time period required by applicable Laws.
- 15.3 Any material issues or deficiencies identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been rectified or improved in accordance with the recommendations set out in the internal control 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 of directors with all applicable Laws, and no such issues have materially adversely affected, or could reasonably be expected to materially adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 15.4 The statutory books, books of account and other records of whatsoever kind of each member of the Group are in the proper possession, up-to-date and contain complete and accurate records as required by Law in such books and no notice or allegation on the accuracy and rectification has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, SFC or any other Authority in any jurisdiction have been duly and correctly delivered or made.
- 15.5 Without limiting the generality of the foregoing, the Company has established and maintained procedures for fire prevention, fire safety filing and necessary fire safety inspection, as described in the section headed "Business" in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.

## 16 Compliance with anti-bribery, anti-money laundering and sanctions Laws

- 16.1 (A) None of the Company, nor any of its subsidiaries, nor any of its or their respective directors, officers, or employees, nor, to the Company's knowledge, any of its or their agents, Affiliates or representatives (collectively, the "**Group Relevant Persons**"), is an individual or entity ("**Person**") that is, or is owned 50% or more or controlled by a Person that is, a target of any Sanctions Laws and Regulations (as defined below);

(B) none of the Group Relevant Persons (x) is organized or ordinarily resident in a country or territory that is targeted by or subject to any country-wide or territory-side comprehensive sanctions under Sanctions Laws and Regulations (including, without limitation, the Crimea region, the territory of the Donetsk, Kherson, Luhansk and Zaporizhzhia regions, Cuba, Iran, North Korea, and Syria (each a “**Sanctioned Country**”)), (y) undertakes any transactions with or in any Sanctioned Country or with any Person in those countries or territories or involving performing contracts in support of projects in or for the benefit of those countries or territories, or (z) has any action, suit, investigation or proceeding by or before any court or governmental or regulatory agency, authority or body related to Sanctions Laws or Regulations pending or to its knowledge threatened or contemplated; (C) the Company will use the proceeds from the Global Offering exclusively in the manner set forth in each of the Offering Documents in the section headed “Future Plans and Use of Proceeds,” and will not, directly or knowingly indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds (i) to any subsidiary, branch, joint venture partner or other Person for the purpose of financing or facilitating any activities or business of, with or in any Sanctioned Country or of or with any Person, which, at the time of the financing or facilitating, is the subject or the target of any Sanctions Laws and Regulations except to the extent permissible for a Person required to comply with Sanctions Laws and Regulations, (ii) in any other manner that will result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering, whether as International Underwriter, Hong Kong Underwriter, advisor, investor or otherwise); (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Company will result in a violation (including by any Person participating in the sale of the Offer Shares, whether as underwriter, advisor, investor or otherwise) of any of the Sanctions Laws and Regulations; (E) each of the Company and the other members of the Group has instituted and will maintain policies and procedures which are designed to ensure continued compliance with the Sanctions Laws and Regulations; (F) each of the Company and the other members of the Group is in compliance with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the “**EAR**”) and economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the “**OFAC**”); (G) the Company and the other members of the Group covenant not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (H) since April 24, 2019, the Group Relevant Persons have not engaged in, are not now engaged in, and will not knowingly engage in any dealings or transactions directly or indirectly with any Person, or in any country or territory, which at the time of the dealing or transaction, is or was in violation of any Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any economic sanctions or export controls laws and regulations administered or enforced by the U.S. government (including but not limited to the OFAC, the U.S. Department of Commerce’s Bureau of Industry and Security or the U.S. Department of State) including, without limitation, sanctions imposed pursuant to a designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, or sanctions or export controls imposed pursuant to the U.S. Trading With the Enemy Act, the U.S. International Emergency Economic Powers Act, the U.S. Export Control Reform Act, the U.S. Countering America’s Adversaries Through Sanctions Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, or the United States Iran Sanctions Act of 2006, the Comprehensive Iran Sanctions Accountability and Divestment Act or the U.S. Iran Threat Reduction and Syria Human Rights 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 (ii) any sanctions measures imposed by the

United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), the United Kingdom, the Hong Kong Monetary Authority, or other relevant sanctions authorities with jurisdiction over the Company and the other members of the Group.

- 16.2 None of the Group Relevant Persons has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a **“Government Official”**) or to any person under circumstances where a Group Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Anti-Corruption Laws; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of any of the Company or the other members of the Group; 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, as amended, the United Kingdom Bribery Act of 2010, the relevant anti-corruption 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 other members of the Group 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 compliance with Anti-Corruption 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters.
- 16.3 Each of the Company and the other members of the Group maintains and has implemented adequate internal controls and procedures to monitor and supervise the Group Relevant Persons that are designed to detect and prevent violations of the Anti-Corruption Laws.
- 16.4 The operations of the Company and the other members of the Group are, and at all times have been, conducted in compliance with applicable financial recordkeeping, reporting and all other requirements of the anti-money laundering laws or regulations, including anti-money laundering requirements, to the extent applicable, imposed by the PRC, Hong Kong, the United States, and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the United States Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act of 2001 and the Anti-Money Laundering Act of 2020 (which legislative framework is commonly referred to as the Bank Secrecy Act), and the US Money Laundering Control Act of 1986 (collectively, the **“Anti-Money Laundering Laws”**), each of the Company and the other members of the Group has instituted, maintained and enforced and will



continue to maintain and enforce policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority involving any of the Company and the other members of the Group or their respective businesses with respect to Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

- 16.5 with respect to Executive Order 14105 and its implementing regulations, the Provisions Pertaining to U.S. Investments in Certain National Security Technologies and Products in Countries of Concern at 31 CFR Part 850, as amended, issued by the Office of Investment Security of the U.S. Department of Treasury: the Company is not a “covered foreign person” (as defined at 31 C.F.R. § 850.209), directly or indirectly, engaged in or directing “covered activity” (as defined at 31 C.F.R. § 850.208), and does not intend to do so in the future.

## **17 Experts**

- 17.1 Each of the Experts (other than the Joint Sponsors) 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 not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 17.2 (A) The factual contents of the reports, opinions, letters or certificates of the Industry Consultant, the Internal Control Consultant, the Reporting Accountants and any legal advisor to the Company, respectively, are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no 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 (B) no information was withheld from the Industry Consultant, the Internal Control Consultant, the Reporting Accountants or any legal advisor of the Company, as applicable, for the purposes of its preparation of its report, opinion, letter or certificate (whether or not contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum) and all information given to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

## **18 Forward-looking statements and statistical or market data**

- 18.1 None of the Company, any member of the Group and/or the Controlling Shareholders, and/or any of their respective directors, officers, employees, affiliates, advisors and/or agents, has (whether directly or indirectly, formally or informally, in writing or verbally) provided any information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum or publicly available, to any research analyst.
- 18.2 All statistical or market-related or operational data included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum that come from the Company have been derived from the records of the Company and the other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects and not misleading in any respect; all statistical or market-related data

included in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum that come from sources other than the Company are based on or derived from sources described therein which are reliable and accurate and agree in all material respects with such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

## **19 Material contracts**

- 19.1 All contracts or agreements entered into within two years of the Prospectus Date (other than contracts entered into in the ordinary course of business) to which the Company or any other member of the Group is a party and which are required to be disclosed as material contracts in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum or filed therewith as material contracts with the Registrar of Companies in Hong Kong, as applicable, have been so disclosed and/or filed or to be filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; no material contracts which have not been so disclosed and filed will, without the written consent of the Sponsor-OCs, the Overall Coordinators and the Joint Sponsors, be entered into, nor will the terms of any material contracts so disclosed and filed be changed, prior to or on the Listing Date; neither the Company or any other member of the Group, nor any other party to any material contract, as applicable, has sent or received any communication regarding termination of, or intent not to renew, any such material contract, and to the best of the Company's knowledge, no such termination or non-renewal has been threatened by the Company or any other member of the Group or any other party to any such material contract.
- 19.2 Each of the contracts listed as being material contracts in the section of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed "Appendix IV – Statutory and General Information – B. Further Information about Our Business" delivered on the part of the Company or the Subsidiaries is legal, valid, binding and enforceable in accordance with its terms, or, for those which were completed or expired before the date hereof, was legal, valid, binding and enforceable in accordance with its terms during its term.
- 19.3 Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, none of the Company and the other members of the Group 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 other member of the Group (as relevant) on six months' notice or less).
- 19.4 None of the Company and the other members of the Group is a party to any agreement or arrangement which prevents or restricts it in any way from carrying on business in any jurisdiction, which, individually or in the aggregate, have resulted in, or could reasonably be expected to result in a Material Adverse Change.
- 19.5 Neither the Company nor any other member of the Group 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 The Company does not have any reason to believe that any significant customer, supplier of any member of the Group is considering ceasing to deal with the Company or the other members of the Group or reducing the extent or value of its dealings with the Company or the other members of the Group save to the extent which, individually

or in the aggregate, would not and could not reasonably be expected to have a Material Adverse Effect.

- 19.7 None of the Company and the other members of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which 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 of the other members of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required pursuant to such Laws (unless such filing, registration or notification has been duly made and has been unconditionally approved or deemed unconditionally approved by the relevant Authority pursuant to the applicable Laws).
- 19.8 Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no indebtedness (actual or contingent) and no contract, agreement or arrangement (other than employment contracts with current directors or officers of the Company or of any other member of the Group) is or will be outstanding between the Company or any other member of the Group, on the one hand, and any Controlling Shareholder, or any current or former director or any officer of the Company or any other member of the Group, or any Controlling Shareholder, or any associate (as the term is defined in the Listing Rules) of any of the foregoing persons, on the other hand.
- 19.9 None of the Controlling Shareholders, the Directors and any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member of the Group. None of the Controlling Shareholders, Directors and any of their respective associates (as the term is defined in the Listing Rules) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Prospectus Date been acquired or disposed of by or leased to either the Company or any other member of the Group, or were proposed to be acquired or disposed of by or leased to the Company or any other member of the Group. None of the Controlling Shareholders, the Directors and any of their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with the Company or any other member of the Group which is subsisting on the Listing Date and which is material in relation to the business of the Company or such other member of the Group.
- 19.10 Except as disclosed in the Hong Kong Public Offering Documents and Preliminary Offering Memorandum, none of the Directors has a service contract with any member of the Group which is required to be therein.

## **20 Reorganization**

- 20.1 The descriptions of the corporate structures, events, transactions and documents relating to the Reorganization as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed "History, Reorganization and Corporate Structure," "Appendix V – Statutory and General Information – A. Further Information About Our Group – 2. Changes in the Share Capital of Our Company" and "Appendix V – Statutory and General Information – A. Further Information About Our Group – 5. Changes in the Share Capital of Our Subsidiaries" are complete, true and accurate and not misleading. All information in connection with the Reorganization which are required to be disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum in accordance with the requirements of the Listing Rules or any other applicable Laws have been so disclosed without omission.



- 20.2 Each of the documents or agreements executed by the Company or any member of the Group in connection with the Reorganization as set forth in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed “History, Reorganization and Corporate Structure” and “Appendix IV - Statutory and General Information” (collectively, the “**Reorganization Documents**”) has been duly authorized, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms.
- 20.3 The Reorganization and the execution, delivery and performance of the Reorganization Documents do not and will not conflict with, or result in a material breach or violation of, or constitute a material default under (or constitute any event which, with notice or lapse of time or fulfillment 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), (A) the Articles of Association or other constituent or constitutive documents or the business license of the Company or any other member of the Group or any corporate Controlling Shareholders, 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 the Company or any other member of the Group or any Controlling Shareholder is a party or by which the Company or any of the other members of the Group or any Controlling Shareholder is bound or any of their respective properties or assets may be bound or affected, as applicable, or (C) any Laws applicable to the Company or any other member of the Group or any Controlling Shareholder or any of their respective properties or assets. Neither the Reorganization nor the execution, delivery and performance any of the Reorganization Documents (A) resulted in the creation or imposition of any material pledge, charge, lien, mortgage, security interest, claim, pre-emption rights, equity interest, third party rights or interests or rights similar to the foregoing upon any assets of any member of the Group or any Controlling Shareholder; or (B) has rendered any member of the Group or any Controlling Shareholder liable to any additional tax, duty, charge, impost or levy of any material amount which has not been provided for in the accounts upon which the Accountants’ Report was prepared by the Reporting Accountants or otherwise described in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 20.4 (A) Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any Controlling Shareholder or any of its properties or assets, or otherwise from or with any other persons, required in connection with the Reorganization and the execution, delivery and performance of the Reorganization Documents, have been unconditionally obtained or made; (B) all such Approvals and Filing are valid and in full force and effect and none of such Approvals and Filings 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 Memorandum; (C) each of the approvals, licenses, consents, authorizations, certificates and permits granted by the relevant Authority to any member of the Group or any Controlling Shareholder prior to the Reorganization and are necessary for the operation of the Group has been validly and legally transferred, renewed, maintained or assumed following the Reorganization; and (D) no member of the Group or any Controlling Shareholder is in violation of, or in default under, or has received notice of any action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or has any reason to believe that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings.
- 20.5 Transactions contemplated by the Reorganization have been effected prior to the date hereof in compliance with all applicable Laws and in accordance with the Reorganization Documents; other than the Reorganization Documents, there are no other material documents or agreements, written or oral, that have been entered into by any member of the Group in connection with the Reorganization which have not

been previously provided, or made available, to the Hong Kong Underwriters and/or the legal and other professional advisers to the Hong Kong Underwriters and which have not been disclosed in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.

- 20.6 There are no actions, suits, proceedings, investigations or inquiries pending or, to the best of the Company's knowledge after due and careful inquiry, threatened or contemplated, under any Laws or by or before any Authority challenging the effectiveness or validity of the events, transactions and documents relating to the Reorganization as set forth in the sections of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum headed "History, Reorganization and Corporate Structure," "Appendix V – Statutory and General Information – A. Further Information About Our Group – 2. Changes in the Share Capital of Our Company" and "Appendix V – Statutory and General Information – A. Further Information About Our Group– 5. Changes in the Share Capital of Our Subsidiaries."

## **21 Taxation**

- 21.1 (A) Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, all returns, reports or filings required by applicable Laws to be filed by or in respect of the Company or any other member of the Group in the Relevant Jurisdictions for Taxation purposes have been duly and timely filed, and all such returns, reports or filings are up to date and are complete, true and accurate in all material respects and not misleading and are not the subject of any dispute with any taxing or other Authority, and to the best of the Company's knowledge after due and careful inquiry, there are no circumstances giving rise to any such dispute; (B) all Taxes due or claimed to be due from the Company and each of the other members of the Group in all Relevant Jurisdictions have been duly and timely paid; (C) there is no deficiency for any Taxes of any material amount that has been asserted against the Company or any other member of the Group in the Relevant Jurisdictions; and (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum included appropriate provisions required under IFRS for all Taxes 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 of the other members of the Group was then or could reasonably be expected thereafter to become or has become liable; the statements set forth in the section "Financial Information" of each of the Hong Kong Public Offering Documents and the Preliminary Offering Circular in relation to Taxation are complete, true and accurate in all material respects and not misleading in any respect.
- 21.2 Each of the current waivers and other relief, concession and preferential treatment relating to Taxes granted to the Company or any other member of the Group by any Authority is valid and in full force and effect, and does not and will not conflict with, or result in a breach or violation of, or constitute a default under any applicable Laws.
- 21.3 Save as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any other member of the Group in Hong Kong, the Cayman Islands or the PRC (as the case may be), or to any taxing or other Authority thereof or therein in connection with (A) the execution and delivery of this Agreement and the International Underwriting Agreement (except that Cayman Islands stamp duty may be payable if the original of such documents are brought into or executed in the Cayman Islands), (B) the creation, allotment and issuance of the Offer Shares and Option Shares (if applicable), (C) the offer, sale and delivery of the Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, (D) the offer, sale and delivery of the

International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated the Preliminary Offering Memorandum, (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited, or (F) the transactions contemplated under the Reorganization completed prior to the date hereof.

- 21.4 Neither the Company nor any other member of the Group has been or is currently the subject of an inquiry into transfer pricing by any Authority and, to the best knowledge of the Company, no Authority has indicated any intention to commence any such inquiry and there are no circumstances likely to give rise to any such inquiry.

## **22 Directors and Shareholders**

- 22.1 Any subscription or purchase of the Offer Shares by a Director or his/her associates or existing shareholder of the Company has been or will be in accordance with Rules 10.03 and 10.04 of the Listing Rules.
- 22.2 None of the Directors (or any of their spouses or infant children or any company in which any of them has a controlling interest) is or will be materially interested in any agreement or arrangement with any member of the Group which is subsisting at the Hong Kong Prospectus Date and which is significant in relation to the business of the Company or any member of the Group.
- 22.3 All the interests and short positions of each of the Directors in the Shares, underlying shares 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 Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such 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 Companies in the Listing Rules, in each case once the Shares are listed, and in any assets which, in the two years preceding the Prospectus Date, have been acquired or disposed of by, or leased to, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully, completely and accurately disclosed in the Prospectus.
- 22.4 None of the shareholders or directors of the Company or any other member of the Group or any of their respective associates (as the term is defined in the Listing Rules), either alone or in conjunction with or on behalf of any other person is, or was during the period from January 1, 2022 to the date of this Agreement, directly or indirectly interested in the Group's five largest suppliers and/or customers.
- 22.5 The directors have been duly and validly appointed and are the only directors of the Company.
- 22.6 No member of the group has any outstanding loans to any of the directors, any of their respective spouses, children or other relatives or any body corporates, trust or entity in which any of them has a controlling interest.

## **23 SAFE Registrations**

- 23.1 Each of the Company and the other members of the Group that were incorporated outside of the PRC has taken all reasonable steps to comply with, and to procure compliance by each of its shareholders that is, or is directly or indirectly owned or controlled by, a PRC resident or citizen, with any applicable rules and regulations of the relevant PRC government agencies (including but not limited to the Ministry of Commerce, the National Development and Reform Commission and the SAFE)

relating to overseas investment by PRC residents and citizens or overseas listing by offshore special purpose vehicles controlled directly or indirectly by PRC companies and individuals, such as the Company (the “**PRC Overseas Investment and Listing Regulations**”), including, without limitation, requesting each shareholder that is, or is directly or indirectly owned or controlled by, a PRC resident or citizen to complete any registration and other procedures required under applicable PRC Overseas Investment and Listing Regulations.

## 24 Dividends

- 24.1 All dividends and other distributions declared and payable on the Shares to the shareholders of the Company may, under the Laws of the PRC, be payable in foreign currency and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority, and, are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the Laws of Hong Kong, the Cayman Islands, the British Virgin Islands, or the PRC or by Hong Kong (as the case may be) or any taxing or other Authority thereof or therein.
- 24.2 No member of the Group is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other member of the Group.

## 25 Litigation and other proceedings

- 25.1 There are (A) no actions, suits, proceedings, investigations or inquiries in any Relevant Jurisdiction under any applicable Laws or by or before any Authority pending or, to the best of the Company’s knowledge after due and careful inquiry, threatened or contemplated to which any member of the Group or the Controlling Shareholders or any of their respective directors, officers, employees or Affiliates is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, before or by any Authority, whether or not arising from transactions in the ordinary course of business, (B) to the best of the Company’s knowledge after due and careful inquiry, no Laws that have been enacted, adopted or issued or, that have been proposed by any Authority, and (C) no judgment, decree or order of any Authority against any member of the Group or any of their respective directors, officers, employees or Affiliates, which, in any such case described in clause (A), (B) or (C) above, would, or could reasonably be expected to, result in, individually or in the aggregate, a Material Adverse Change or adversely affect the power or ability of the Company to perform its obligations under this Agreement, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement or otherwise materially and adversely affect the Global Offering, or are required to be described in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum but are not so described. Without prejudice to the generality of the foregoing, none of the PRC State Council, the PRC State-owned Assets Supervision and Administration Commission, the PRC Ministry of Commerce, the PRC National Development and Reform Commission, the China Securities Regulatory Commission, the PRC State Administration for Industry and Commerce, the PRC State Administration of Taxation, State Administration of Foreign Exchange of the PRC, the China Food and Drug Administration, the National Health Commission of the PRC, the PRC Ministry of Public Security, the PRC Ministry of Industry and Information Technology, the PRC Ministry of Environmental Protection or Ministry of Finance and the State Taxation Administration or their respective local counterparts and other competent government authorities in the jurisdictions where any member of the Group operates, has, in its review and examination of the Company or any other member of the Group, raised or identified any issues regarding 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 relevant member of the Group.

- 25.2 None of the Company and the Controlling Shareholders, the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or, to the best of the Company's knowledge after due and careful inquiry, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any member of the Group, (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group which have resulted or could reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change, or (C) to bring an adverse effect on the completion of the Global Offering.
- 25.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any dispute or affect the relevant member's relationship with such other parties.
- 25.4 No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorized act or breach of any obligation imposed by or pursuant any Law or contract and no such claim remains outstanding against any such member, except where such disputes would not, individually or in the aggregate, result in a Material Adverse Change.

## **26 Market conduct**

- 26.1 None of the Company, the Controlling Shareholders, their respective Affiliates, or their respective directors, officers, employees, agents or Affiliates, nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will do or engage in, directly or indirectly, any act or 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 that is in contravention of any applicable Laws, or (C) which constitutes non-compliance with the rules, regulations and requirements of the Stock Exchange, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.
- 26.2 (A) Except pursuant to the Over-allotment Option, neither the Company, nor any of its subsidiaries or Affiliates, nor any person acting on its or their behalf (other than the International Underwriters, as to whom no representation is given) has taken, directly or indirectly, any action which was designed to or which has constituted or which might reasonably be expected to cause or result, under the Exchange Act and the rules and regulations promulgated thereunder or, the provisions of the Securities and Futures Ordinance (including the Securities and Futures (Price Stabilizing) Rules) or otherwise, 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; (B) neither the Company, nor any of its subsidiaries or Affiliates, nor any person acting on its or their behalf has taken, 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; and (C) neither the Company, nor any of its subsidiaries or Affiliates, nor any person acting on its or their behalf has taken any action or omitted to take any action (such as issuing any press release relating to any Shares or Hong Kong Shares without an appropriate legend) which may result in the loss by any of the International Underwriters of the ability to rely on any stabilization safe harbor provided by the Securities and Futures (Price Stabilizing) Rules or by the Financial Services Authority



under the Financial Services and Markets Act 2000 or the loss by any of the Hong Kong Underwriters 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; and (D) each of the Company and the Controlling Shareholders has been informed of the guidance relating to stabilization provided by the Financial Services Authority.

## **27 Analysts' Presentation and Information**

None of the Company, the Controlling Shareholders and their respective substantial shareholders, officers, directors, employees, Affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company that is not, or is not reasonably expected to be (A) included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum and the Hong Kong Prospectus; or (B) publicly available ("**Non-Public Information**").

## **28 Immunity**

- 28.1 Under the Laws of the Cayman Islands, the PRC and Hong Kong, neither the Company or any of its Affiliates, nor any of the properties, assets or revenues of the Company or any of its Affiliates is entitled to any right of immunity on the grounds of sovereignty or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards. The irrevocable waiver and agreement of the Company in Clause 17 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 transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of the Relevant Jurisdictions.

## **29 Choice of law and dispute resolution**

- 29.1 The choice of law provisions set forth in this Agreement do not contravene the PRC, Hong Kong and the Cayman Islands laws and will be recognized and given effect to by the courts of the PRC, Hong Kong and Cayman Islands; the Company can sue and be sued in its own name under the Laws of the PRC, Hong Kong and Cayman Islands; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the PRC, Hong Kong and Cayman Islands laws and will be recognized and given effect to by the courts of the PRC, Hong Kong and the Cayman Islands; the agreement that this Agreement shall be governed by and construed in accordance with the laws of Hong Kong do not contravene the PRC laws and Cayman Islands laws and are legal, valid and binding under the Laws of the PRC, Hong Kong and the Cayman Islands, and will be respected by the PRC, Hong Kong and Cayman Islands courts; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Company; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Company to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding under the laws of the PRC, Hong Kong and the Cayman Islands, and will be respected by the PRC, Hong Kong and the Cayman Islands courts; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognized and enforced by the PRC, Hong Kong and the Cayman Islands courts subject to the uncertainty as disclosed in the section of each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum and the PHIP.

**30 Professional Investor**

The Company has read and understood the Hong Kong Professional Investor Treatment Notice set out in Schedule 7 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 Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.

**31 No other arrangements relating to sale of Offer Shares**

- 31.1 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Company and its Affiliates has incurred any liability for any finder’s or broker’s fee or agent’s commission or other similar payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.
- 31.2 None of the Company, the Controlling Shareholders and their respective Affiliates 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 and the Operative Agreements.

**32 Certificates from officers**

- 32.1 Any certificate signed by any director or officer of the Company, any of the other members of the Group or any Controlling Shareholder, and delivered to any of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or any Hong Kong Underwriters or any counsel to the Hong Kong Underwriters in connection with the Global Offering shall be deemed to be a representation and warranty by the Company or the Controlling Shareholders, as the case may be, as to matters covered thereby, to each of the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters.

## **PART B: FURTHER REPRESENTATIONS AND WARRANTIES OF THE CONTROLLING SHAREHOLDERS**

Each of the Controlling Shareholders, severally and jointly, represents and warrants to, and agrees with each Overall Coordinator, Joint Global Coordinator, Joint Sponsor, Sponsor-OC, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary and Hong Kong Underwriter as follows:

### **1. Capacity**

- 1.1. Contemporary Global Investments Limited ("**Contemporary Global Investments**") has been duly incorporated and is validly existing and in good standing under the Laws of Seychelles, and has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement. No winding up, insolvency or liquidation proceedings have been commenced against Contemporary Global Investments, and no proceedings have been started for the purpose of, and no judgment has been rendered, declaring such it bankrupt in any proceeding in any jurisdiction.
- 1.2. Yielding Sky Limited ("**Yielding Sky**") has been duly incorporated and is validly existing and in good standing under the Laws of Seychelles, and has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement. No winding up, insolvency or liquidation proceedings have been commenced against Yielding Sky, and no proceedings have been started for the purpose of, and no judgment has been rendered, declaring such it bankrupt in any proceeding in any jurisdiction.
- 1.3. Time Sonic Investments Limited ("**Time Sonic**") has been duly incorporated and is validly existing and in good standing under the Laws of Seychelles, and has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement. No winding up, insolvency or liquidation proceedings have been commenced against Time Sonic, and no proceedings have been started for the purpose of, and no judgment has been rendered, declaring such it bankrupt in any proceeding in any jurisdiction.
- 1.4. Mr. Wang Qinsong has full right and power to execute, deliver and perform his obligations under this Agreement, and is capable of suing and being sued.
- 1.5. Ms. Lu Changmei has full right and power to execute, deliver and perform his obligations under this Agreement, and is capable of suing and being sued.
- 1.6. As at the date of this Agreement, the Controlling Shareholders are the legal and beneficial owner of the issued share capital of the Company as shown in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.

### **2. Execution of agreements**

- 2.1. This Agreement has been duly authorized, executed and delivered by the Controlling Shareholders, and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of such Controlling Shareholder, enforceable in accordance with its terms.
- 2.2. The execution, delivery and performance of this Agreement and the International Underwriting Agreement, 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 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 fulfillment 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), or result in the creation or imposition of an Encumbrance on any property or assets of the Controlling Shareholders pursuant to (A) the articles of association or other constituent or constitutive documents of the corporate Controlling Shareholders, if applicable, or (B) any indenture, mortgage, deed of trust, loan



or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement, instrument or obligation to which any of the Controlling Shareholders is a party or by which any of the Controlling Shareholders is bound or any of their respective properties or assets may be bound or affected, or (C) any Laws applicable to the Controlling Shareholders or their subsidiaries or any of their respective properties or assets.

- 2.3. Except for the requisite registration with the Registrar of the 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 of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Controlling Shareholders of this Agreement or the International Underwriting Agreement or the performance by the Controlling Shareholders of their obligations under this Agreement or the International Underwriting Agreement or the consummation of the transactions contemplated by this Agreement and the International Underwriting Agreement have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified;

### **3. Information provided**

- 3.1. All information included in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum with respect to the Controlling Shareholders did not contain or will not contain an untrue statement of a material fact or did not omit or will not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 3.2. To the best of the Controlling Shareholders' knowledge, all information disclosed or made available in writing or orally and used as the basis of information contained in each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, and the CSRC Filings (and any new or additional information serving to update or amend the Verification Notes so disclosed or made available prior to the date of this Agreement) by or on behalf of the Controlling Shareholders and/or any of their respective directors, officers, employees, Affiliates or agents, to the Overall Coordinators, the Joint Global Coordinators, the Joint Sponsors, the Sponsor-OCs, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, 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, the Overall Coordinators, the Capital Market Intermediaries or the Hong Kong Underwriters or the International Underwriters for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including, without limitation, the answers and documents contained in or referred to in the Verification Notes and responses to queries and comments raised by the Stock Exchange or the SFC, the CSRC, or any applicable Authority, and the information, answers and documents used as the basis of information contained in the Hong Kong Public Offering Documents or the Preliminary Offering Memorandum or the CSRC Filings or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors under the Listing Rules and other applicable Laws (including the CSRC Rules)) was so disclosed or made available in full and in good faith and was, when given and, except as subsequently disclosed in both of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum or the CSRC Filings or otherwise notified to the CSRC, the Stock Exchange or the SFC, as applicable, remains complete, true and accurate in all material respects and not misleading in any respect; there is no other information which has not been provided the result of which would make the information so disclosed or made available misleading in any respect.

### **4. No winding up application**

- 4.1. Neither the Controlling Shareholders, any of their subsidiaries nor any person acting on behalf of any of them has taken any action, nor have any steps been taken or any actions, suits or proceedings under any Laws been started or threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate or declare insolvent any of the Controlling Shareholders or their subsidiaries, (B) withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, any of the Controlling Shareholders, their subsidiaries or any of their properties or assets, or otherwise from or with any other persons, required in order to conduct the business of the Controlling Shareholders and their subsidiaries, or (C) forestall the completion of the Global Offering.

## **PART C: REPRESENTATIONS AND WARRANTIES OF THE SELLING SHAREHOLDER**

The Selling Shareholder represents and warrants to, and agrees with each Overall Coordinator, Joint Global Coordinator, Joint Sponsor, Sponsor-OC, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary and Hong Kong Underwriter as follows:

### **1. Capacity**

- 1.1 The Selling Shareholder has been duly incorporated and is validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, has the corporate power and authority to execute, deliver and perform its obligations pursuant to this Agreement and to sell, transfer and deliver the Shares to be sold by it hereunder. No winding up, insolvency or liquidation proceedings have been commenced against the Selling Shareholder, and no proceedings have been started for the purpose of, and no judgment has been rendered, declaring the Selling Shareholder bankrupt in any proceeding in any jurisdiction.

### **2 Execution of Agreements**

- 2.1 This Agreement has been duly authorized, executed and delivered by the Selling Shareholder and when validly authorized, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Selling Shareholder, enforceable in accordance with its terms.
- 2.2 The execution, delivery and performance of this Agreement, the Hong Kong Underwriting Agreement, the sale and delivery of the Sale Shares, the consummation of the transactions herein or therein contemplated, and the fulfillment of the terms hereof or thereof by the Selling Shareholder, 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 fulfillment 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, or result in the creation or imposition of an Encumbrance on any property or assets of the Selling Shareholder pursuant to (A) the memorandum and association and articles of association or other constituent or constitutive documents of the Selling Shareholder, or (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 the Selling Shareholder is a party or by which the Selling Shareholder is bound or any of his properties or assets may be bound or affected, or (C) any Laws applicable to the Selling Shareholder or any of its properties or assets.
- 2.3 Except for the requisite registration with the Registrar of the 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 of the Stock Exchange, all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over, the Selling Shareholder or any of its properties or assets, required of the Selling Shareholder in connection with the offer and sale of the Sale Shares or the performance by the Selling Shareholder of its obligations hereunder or the consummation of the transactions contemplated by this Agreement have been obtained or made and are in full force and effect, and there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 2.4 Neither the Selling Shareholder nor any of its directors 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 Sale Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum. Neither the Selling Shareholder nor any of its directors is aware of any arrangement which would result in an

investor paying directly or indirectly, for the Sale Shares allocated, less than the total consideration as disclosed in the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.

### 3 Good and Marketable Title

- 3.1 The Selling Shareholder will have on the date, if any, on which the Sale Shares are to be delivered and paid for as provided in this Agreement, good and valid title to the Sales Shares to be sold by the Selling Shareholder, and has full right, power and authority to enter into this Agreement and to sell, assign, transfer and deliver the Sale Shares thereby to be delivered by such Selling Shareholder on such time of delivery. Upon delivery of such Sale Shares and payment of the purchase price as contemplated by this Agreement, assuming the Hong Kong Underwriters named in Schedule 1 hereto have no notice of any adverse claim, the Hong Kong Underwriters will receive good and marketable title to the Sale Shares to be purchased by it from the Selling Shareholder, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind. The Sales Shares to be sold by the Selling Shareholder may be freely transferrable by the Selling Shareholder to the Hong Kong Underwriters in the manner contemplated by this Agreement on the time of delivery.

### 4 Information Provided

- 4.1 All information included in each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum and the CSRC Filings with respect to the Selling Shareholder (the **"Selling Shareholder Information"**) did not contain or will not contain an untrue statement of a material fact or did not omit or will not omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.
- 4.2 The Selling Shareholder Information and the information with respect to the Sale Shares disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally from time to time by or on behalf of the Selling Shareholder or any director, officer, employee, Affiliate or agent of the Selling Shareholder, to the Underwriters, the Overall Coordinators and/or the Capital Market Intermediaries, the Stock Exchange, the SFC and/or the CSRC, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant and the legal and other professional advisers to the Company or the Underwriters, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the Shares on the Stock Exchange (including, without limitation, the Selling Shareholder Information and the information with respect to the Sale Shares for the purposes of replying to queries raised by the Stock Exchange, the SFC, the CSRC or any other applicable Authority) (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, and the information, answers and documents used as the basis of information contained in the Hong Kong Public Offering Documents or the Preliminary Offering Memorandum or provided for or in the course of due diligence or the discharge by the Joint Sponsors of their obligations as sponsors under the Listing Rules, and information and documents provided for the discharge by the Overall Coordinators and the Capital Market Intermediaries of their respective obligations as an Overall Coordinator and/or a Capital Market Intermediary under the Code of Conduct and the Listing Rule in respect of the Selling Shareholder Information and the information with respect to the Sale Shares) was so disclosed or made available in good faith and, except as subsequently disclosed in both the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum, and the CSRC Filings, or notified to the CSRC, the Stock Exchange and/or the SFC, as applicable, was and remains complete, true and accurate in all material respects and not misleading, and there is no other information which has not been provided the result of which would make the information so received misleading.
- 4.3 All expressions of opinion or intention of the Selling Shareholder set out in each of the Hong Kong Public Offering Documents, the Preliminary Offering Memorandum and the CSRC

Filings are and will (at and as of the date of this Agreement and the other times when the warranties are repeated pursuant to this Agreement) be made on reasonable grounds and are and will be truly and honestly held by the Selling Shareholder and are and will be fairly based and there are and will be no other facts known or which could on reasonable inquiry have been known to the Selling Shareholder, the omission of which would make any such statement or expression misleading or which will or might be material in the context of the Global Offering.

- 4.4 The sale of the Sale Shares to be sold by the Selling Shareholder pursuant to this Agreement is not prompted by any material information concerning the Company or any Subsidiary which is not set forth in the Hong Kong Public Offering Documents and Preliminary Offering Memorandum.

## 5 Market Conduct

- 5.1 None of the Selling Shareholder and its Affiliates, nor any person acting on behalf of any of them (other than the Hong Kong Underwriters or their Affiliates, as to whom no representation, warranty or undertaking is given), has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Hong Kong Underwriters have notified the Selling Shareholder of the completion of the distribution of the Offer Shares, do or engage in, directly or indirectly, any act or 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 Stock Exchange, the SFC, the CSRC or any other Authority including those in relation to bookbuilding and placing activities.
- 5.2 None of the Selling Shareholder and its Affiliates, nor any person acting on behalf of any of them (other than the Hong Kong Underwriters or their Affiliates, as to whom no representation, warranty or undertaking is given), (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 otherwise, (B) has taken or will 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 (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 Hong Kong Underwriters 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.
- 5.3 The Selling Shareholder has not distributed and will distribute, prior to the completion of the Underwriters' distribution of the Offer Shares, any offering material in connection with the offering and sale of the Offer Shares, including any free writing prospectus without the prior consent of the Overall Coordinators.

## 6 Compliance with Anti-Bribery, Anti-Money Laundering and Sanctions Laws

- 6.1 (A) None of the Selling Shareholder and any of its Affiliates, or any director, officer, or employee thereof, nor, any agent, Affiliate or representative of the Selling Shareholder (collectively, the **"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 Relevant Persons (x) is located, organized or resident in a country or territory that is targeted by or subject to any Sanctions Laws and Regulations (including, without limitation, Burma, Venezuela, the Crimea region, the territory of the Donetsk, Kherson, Luhansk and Zaporizhzhia regions, Cuba, Iran, North Korea, Syria, and, for the purpose of historical transactions or connections, Sudan (each a **"Sanctioned Country"**)), (y) undertakes any transactions, or has any connections, with any country or territory, person, or entity subject to any Sanctions Laws and Regulations or any

person or entity in those countries or territories or performing contracts in support of projects in or for the benefit of those countries or territories, (z) is engaged in any activities sanctionable under the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, the Iran Threat Reduction and Syria Human Rights Act, or any applicable executive order; (C) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement or the International Underwriting Agreement, the consummation of any other transaction contemplated hereby and thereby, or the provision of services contemplated by this Agreement or the International Underwriting Agreement to the Selling Shareholder 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) the Selling Shareholder has instituted and will maintain policies and procedures which are designed to ensure continued compliance with the Sanctions Laws and Regulations; (E) the Selling Shareholder is in compliance with all export control and import laws and regulations in the U.S., China and other countries, including the U.S. Export Administration Regulations (the “**EAR**”), the U.S. Customs regulations, and various economic sanctions regulations administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (the “**OFAC**”); (F) all items of the Selling Shareholder are not subject to the EAR as defined at 15 CFR §734.2, and therefore can be provided to individuals and entities included on the U.S. Commerce Department’s Bureau of Industry and Security’s (“**BIS**”) restricted party lists including the Denied Persons List and Entity List without violating the EAR; (G) the Selling Shareholder covenants not to engage, directly or indirectly, in any other activities that would result in a violation of Sanctions Laws and Regulations by any Person (including any Person participating in the Global Offering); and (H) for the past ten years, the Relevant Persons have not engaged in, are not now engaged in, and will not engage in, any dealings or transactions directly or indirectly with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the target of a Sanctions Laws and Regulations or any entity owned or controlled by a Person who is the target of the Sanctions Laws and Regulations; as used herein, “**Sanctions Laws and Regulations**” means (i) any U.S. sanctions related to or administered or enforced by the U.S. government, including but not limited to the OFAC, the BIS or the U.S. Department of State, including, without limitation, designation on the Specially Designated National or Blocked Person (“**SDN**”) List, the Chinese Military Industrial Complex Companies (“**CMIC**”) List, the Entity List, 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. Export Control Reform Act, the U.S. Countering America’s Adversaries Through Sanctions Act, the U.S. United Nations Participation Act or the U.S. Syria Accountability and Lebanese Sovereignty Act, or the United States Iran Sanctions Act of 2006, the Comprehensive Iran Sanctions Accountability and Divestment Act or the U.S. Iran Threat Reduction and Syria Human Rights Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including 31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto and (iii) any sanctions or measures imposed by the United Nations Security Council, the European Union (including under Council Regulation (EC) No. 194/2008), His Majesty’s Treasury of the United Kingdom, the Swiss State Secretariat for Economic Affairs, the Monetary Authority of Singapore, the Hong Kong Monetary Authority, or other relevant sanctions authorities or other relevant sanctions or export control authority of any Authority, or any orders or licenses publicly issued under the authority of any of the foregoing.

- 6.2 The Selling Shareholder will not, directly or knowingly indirectly, use the proceeds of the offering of the Sale Shares hereunder, or lend, contribute or otherwise make available such proceeds, to any of the subsidiaries or other person or entity, for the purpose of financing or facilitating any activities or business of or with any target of the Sanctions Laws and Regulations, or of, with or in any Sanctioned Country, or in any other manner that will result in a violation by any person (including, without limitation, by the Hong Kong Underwriters) of any of the Sanctions Laws and Regulations.
- 6.3 The Selling Shareholder is not aware of or has, directly or indirectly, made or authorized (A) the payment of any money or the giving of anything of value to any official, employee, agent, representative or any other person acting in an official capacity for any Government

Entity (as defined below), including personnel of hospitals (public and private) and local governments, to any political party or official thereof or to any candidate for public office, any member of a royal or ruling family, or immediate family members and close associates of all parties mentioned above (each a **“Government Official”**) or to any person under circumstances where a Relevant Person knew or was aware of a high probability that all or a portion of such money or thing of value would be offered, given or promised, directly or indirectly, to any Government Official, where either the payment, the contribution or the gift, or the purpose thereof, was, is, or would be prohibited under any applicable Laws of the United States, Hong Kong, the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful payment in connection with the business activities of the Selling Shareholder; without prejudice to the foregoing, none of the 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 Selling Shareholder has conducted its businesses in compliance with Anti-Corruption Laws and has instituted, maintained and enforced and will continue to maintain and enforce policies and procedures designed to promote and achieve compliance with Anti-Corruption 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 Sponsor-OCs, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or Hong Kong Underwriters, or an entity with an aggregate 25% or more government ownership or control by any one of the foregoing parties.

- 6.4 None of the Relevant Persons is aware of or has, directly or indirectly, received or authorized the receipt of the payment of any money or the gift of anything of value from any supplier of products or services, where either the payment or the gift was, is, or would be (A) for the purpose of inducing the Selling Shareholder to procure or increase the procurement of products or services; or (B) prohibited under any applicable Law of the United States, Hong Kong, the PRC or any other jurisdiction; and the Selling Shareholder maintains and has implemented adequate internal controls and procedures to monitor and supervise the Relevant Persons that are designed to detect and prevent any such receipt of payment or gift of anything of value.
- 6.5 The operations of the Selling Shareholder are, and at all times have been, conducted in compliance with applicable financial recordkeeping, reporting and all other requirements of the anti-money laundering laws, regulations or government guidance regarding anti-money laundering, and international anti-money laundering principals or procedures of the PRC, Hong Kong, the United States, and the United Kingdom, and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority, including, without limitation, the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615 of the Laws of Hong Kong), the Anti-Money Laundering Law of the PRC, the Bank Secrecy Act of 1970, as amended by Title III of the USA PATRIOT Act of 2001, the United States Currency and Foreign Transactions Reporting Act of 1970, as amended, the FCPA, and the United Kingdom Bribery Act of 2010, as amended (collectively, the **“Anti-Money Laundering Laws”**), the Selling Shareholder has instituted, maintained and enforced and will continue to maintain and enforce policies and procedures which are designed to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority involving the Selling Shareholder or its businesses with respect to Anti-Money Laundering Laws is pending or threatened.

## 7 Immunity

- 7.1 Under the Laws of the British Virgin Islands and Hong Kong or the relevant jurisdictions of incorporation or domicile of the Selling Shareholder, neither the Selling Shareholder or any of its Affiliates, nor any of the properties, assets or revenues of the Selling Shareholder or any of its Affiliates is entitled to any right of immunity on the grounds of sovereignty or otherwise from any action, suit or proceeding, from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards. The irrevocable waiver and agreement of the Selling Shareholder in Section 17 in this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Selling Shareholder under the Laws of the jurisdictions relevant to the Selling Shareholder or the Global Offering.

## 8 Choice of Law and Dispute Resolution

- 8.1 The choice of law provisions set forth in this Agreement do not contravene the Laws of Hong Kong, and its jurisdiction of incorporation or domicile and will be recognized and given effect to by the courts of the Hong Kong and the relevant jurisdictions of incorporation or domicile of the Selling Shareholder; the Selling Shareholder can sue and be sued in its own name under the Laws of Hong Kong and its jurisdiction of incorporation or domicile of the Selling Shareholder; the waiver of immunity on the grounds of sovereignty or crown status or otherwise do not contravene the Laws of Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder and will be recognized and given effect to by the courts of the Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder; the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong do not contravene the Laws of the jurisdiction of incorporation or domicile of the Selling Shareholder and are legal, valid and binding under the Laws of Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder and will be respected by Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder; service of process effected in the manner set forth in this Agreement will be effective to confer valid personal jurisdiction over the Selling Shareholder; the arbitration agreement contained in this Agreement is a valid and effective agreement by the Selling Shareholder to submit to arbitration; the agreement that each party to this Agreement shall defer any dispute to arbitration, and the agreement that the arbitration agreement shall be governed by and construed in accordance with the laws of Hong Kong are legal, valid and binding on the Selling Shareholder under the Laws of Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder, and will be respected by the courts in Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Selling Shareholder under this Agreement will be recognized and enforced by the courts in Hong Kong and the jurisdiction of incorporation or domicile of the Selling Shareholder, subject to the uncertainty as disclosed in the section of each of the Hong Kong Public Offering Documents and the Preliminary Offering Memorandum.

## 9 No General Solicitation

- 9.1 Neither the Selling Shareholder, any of its Affiliates, nor any person acting on its behalf (other than the Hong Kong Underwriters, as to whom the Selling Shareholder makes no representation, warranty or undertaking) has made or will make offers or sales of any security, or solicited or will solicit offers to buy, or otherwise negotiated in respect of, any security, under circumstances that would require registration of the Sale Shares under the Securities Act or has offered or sold the Sale Shares by means of any (A) 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 (B) directed selling efforts within the meaning of Rule 902 under the Securities Act, and the Selling Shareholder has complied with and will comply with the



applicable offering restriction requirements of Regulation S for the offering of the Sale Shares outside the United States in reliance on Regulation S.

10 No other arrangements relating to sale of the Sale Shares

- 10.1 Except pursuant to this Agreement and the International Underwriting Agreement, there are no contracts, agreements or understandings between the Selling Shareholder and any person that would give rise to a valid claim against the Selling Shareholder or any Underwriter for a brokerage commission, finder's fee or other like payment in connection with the sale of the Sale Shares under this Global Offering.

**SCHEDULE 4**  
**CONDITIONS PRECEDENT DOCUMENTS**

**PART A: To be delivered before the Prospectus Date pursuant to Clause 2.1.1**

- 1 two certified true copies of the resolutions of the board of Directors:
  - 1.1 approving and authorising this Agreement, the International Underwriting Agreement and each of the Operative Documents and such other documents as may be required to be executed by the Company pursuant to this Agreement, the International Underwriting Agreement or any such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
  - 1.2 approving the Global Offering and (subject to exercise of the Over-allotment Option) any allotment and issue of Shares pursuant to it;
  - 1.3 approving and authorising the issue and distribution of the Hong Kong Public Offering Documents, the PHIP, the Preliminary Offering Memorandum and the Final Offering Memorandum;
  - 1.4 approving and authorising the registration of each of the Hong Kong Public Offering Documents with the Registrar of Companies in Hong Kong; and
  - 1.5 approving the Verification Notes.
- 2 Save for the case of the Individual Controlling Shareholders, two certified true copies of the resolutions of the board of directors of each Controlling Shareholder and the Selling Shareholder approving and authorising this Agreement, the International Underwriting Agreement and such other documents as may be required to be executed by such Controlling Shareholder or Selling Shareholder pursuant to this Agreement, the International Underwriting Agreement or which are necessary or incidental to the Global Offering and the execution on behalf of such Controlling Shareholder or Selling Shareholder of, and the performance by such Controlling Shareholder or Selling Shareholder of its obligations under, each such document.
- 3 two printed copies of the Prospectus, each duly signed by two Directors or their respective duly authorised attorneys and, if signed by their respective duly authorised attorneys, two certified true copies of the relevant powers of attorney.
- 4 two certified true copies of each of the responsibility letters, powers of attorney and statements of interests duly signed by each of the Directors.
- 5 two certified true copies of the Deed of Indemnity entered into by the Controlling Shareholders.
- 6 two certified true copies of each of the contracts referred to in the section to 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 to each contract.
- 7 two certified true copies of each of the authorisation to register the Prospectus issued by the Stock Exchange and the written confirmation from the Registrar of Companies in Hong Kong confirming the registration of the Prospectus.

- 8 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.
- 9 two signed originals of the Internal Control Report from the Internal Control Consultant, which report will confirm certain matters relating to the Company's internal control.
- 10 two signed originals of the Industry Report dated the Prospectus Date from the Industry Consultant, consenting to the issue of the Prospectus with the inclusion of references to them and of their opinions in the form and context in which they are respectively included.
- 11 two signed originals of the letter dated the Prospectus Date from the Reporting Accountants to the Directors regarding the indebtedness statement contained in the Prospectus and the statement contained in the Prospectus as to the sufficiency of the Group's working capital.
- 12 two signed originals of the letter dated the Prospectus Date from the Reporting Accountants to the Directors in connection with the unaudited pro forma financial information relating to the adjusted net tangible assets, the text of which is contained in Appendix II to the Prospectus.
- 13 two signed originals of the comfort letter dated the Prospectus Date from the Reporting Accountants to the Directors and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the other Hong Kong Underwriters), and in form and substance satisfactory to the Sponsor-OCs, which letter will cover the various financial disclosures contained in the Prospectus.
- 14 two signed originals of the letter dated the Prospectus Date from the Reporting Accountants consenting to the issue of the Prospectus with the inclusion of references to them and of their report and letters in the form and context in which they are respectively included.
- 15 two certified true copies of the certificate as to the accuracy of the Chinese translation of the Hong Kong Public Offering Documents given by the translator thereof together with a certified true copy of a certificate issued by Chan Ka Leong as to the competency of such translator.
- 16 two set of the Company and directors' original signature pages to the Verification Notes (other than the supporting documents).
- 17 two certified true copies of the resolutions of the shareholders of the Company referred to in the section to the Prospectus headed "Appendix IV - Statutory and General Information – A. Further Information about our Group - 3. Resolutions in Writing of the Shareholders of Our Company Passed on 30 April 2025".
- 18 two signed originals of the Receiving Bank's Agreement duly signed by the parties to the agreement.
- 19 two certified true copies of the Registrar Agreement duly signed by the parties to the agreement.
- 20 two certified true copies of the compliance adviser agreement entered into between the Company and Altus Capital Limited.
- 21 two signed originals of the memorandum on the profit forecast and the working capital forecast.
- 22 two certified true copies of the Articles of Association.

- 23 two 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.
- 24 two certified true copies of each of the following:
- 24.1 the duly executed service contract or letter of appointment of each Director;
  - 24.2 the certificate of incorporation of the Company; and
  - 24.3 the certificate of registration of the Company as a non-Hong Kong company under Part 16 of the Companies Ordinance.
- 25 two signed originals of each of the legal opinions, in form and substance satisfactory to the Sponsor-OCs, from the PRC Lawyer and addressed to the Company in respect of (i) properties leased by the Group Companies in the PRC; (ii) the Group Companies incorporated in the PRC and various contracts and operation arrangements of the Group Companies governed under PRC laws; and (iii) the CSRC Filings.
- 26 two signed originals of each of the legal opinions, in form and substance satisfactory to the Sponsor-OCs, from the PRC Lawyer for cybersecurity and data compliance matters and addressed to the Company in respect of certain aspects of certain cybersecurity and data compliance matters in the PRC.
- 27 two signed originals of each of the legal opinions, in form and substance satisfactory to the Sponsor-OCs, from Tian Yuan Law Firm and addressed to the Company in respect of (i) properties leased by the Group Companies in the PRC; (ii) the Group Companies incorporated in the PRC and various contracts and operation arrangements of the Group Companies governed under PRC laws; and (iii) the CSRC Filings.
- 28 two signed originals of each of the legal opinions, in form and substance satisfactory to the Sponsor-OCs, from the Tian Yuan Law Firm for cybersecurity and data compliance matters and addressed to the Company in respect of certain aspects of certain cybersecurity and data compliance matters in the PRC.
- 29 two signed originals of each of the legal opinions, in form and substance satisfactory to the Sponsor-OCs, from Appleby and addressed to the Sponsor-OCs and the Underwriters and dated the Prospectus Date, concerning various matters as to the Laws of the Cayman Islands and the British Virgin Islands in respect of the Controlling Shareholders (save for the case of the Individual Controlling Shareholders), the Selling Shareholder, the Company and the Subsidiaries incorporated in the Cayman Islands and the British Virgin Islands.
- 30 two certified true copies of notification issued by the CSRC dated 28 March 2025 confirming the completion of CSRC filing procedures in connection with the application for listing of the Shares on the Stock Exchange.

**PART B: To be delivered before the Listing Date pursuant to Clause 2.1.1**

- 31 two certified true copies of the Stock Borrowing Agreement duly signed by the parties to it.
- 32 two certified true copies of the resolutions of a committee of the board of Directors approving, among other things, the Offer Price.
- 33 two signed originals of each of the comfort letters and bringdown comfort letters dated, respectively, the date of the International Underwriting Agreement and the Listing Date from the Reporting Accountants to the Directors and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the other International Underwriters), in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which letters will cover the various financial disclosures contained in each of the International Offering Documents.
- 34 two signed originals of the bringdown comfort letter dated the Listing Date from the Reporting Accountants to the Directors and the Joint Sponsors and the Sponsor-OCs (for themselves and on behalf of the other Hong Kong Underwriters), in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, which letter will cover the various financial disclosures contained in the Prospectus.
- 35 two signed originals of each of the legal opinion and “Rule 10b-5” disclosure letter of Simpson Thacher & Bartlett, legal advisers to the Company as to United States Laws, addressed to the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 36 two signed originals of the legal opinion of Simpson Thacher & Bartlett, legal advisers to the Company as to Hong Kong Laws, addressed to the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 37 two signed originals of each of the legal opinion and “Rule 10b-5” disclosure letter of Clifford Chance, legal advisers to the Underwriters as to United States Laws, addressed to the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 38 two signed originals of the legal opinion of Clifford Chance, legal advisers to the Underwriters as to Hong Kong Laws, addressed to the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 39 two signed originals of the bringdown legal opinion from Commerce & Finance Law Offices, legal advisers to the Company as to the Laws of the PRC, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 40 two signed originals of the bringdown legal opinion from Tian Yuan Law Firm, legal advisers to the Underwriters as to the Laws of the PRC, addressed to the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 41 two signed originals of the bringdown legal opinion from Appleby, legal advisers to the Company as to the Laws of the Cayman Islands and the British Virgin Islands, addressed to the Underwriters and dated the Listing Date, and in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs, concerning various matters as to the Laws of the Cayman Islands and the British Virgin Islands in respect of the Controlling Shareholders (save for the case of the Individual Controlling Shareholders), the Selling Shareholder, the

Company and the Subsidiaries incorporated in the Cayman Islands and the British Virgin Islands.

- 42 two signed originals of the legal opinions from the Selling Shareholder's HK Counsel, in form and substance satisfactory to the Joint Sponsors and the Sponsor-OCs.
- 43 two signed originals of the certificate of a Director of the Company, dated the Listing Date, which letter will cover, *inter alia*, the truth and accuracy as at the Listing Date of the Warranties of the Company contained in this Agreement.
- 44 two signed originals of the certificate of each of the Controlling Shareholders, dated the Listing Date, which letter will cover, *inter alia*, the truth and accuracy as at the Listing Date of Warranties of him contained in this Agreement.
- 45 two signed originals of the certificate of Mr. Zhang Li in his capacity as the Chief Financial Officer of the Company, dated the Listing Date, which certificate will cover, *inter alia*, financial, operational and business data contained in each of the Prospectus, the Application Proof Prospectus, the PHIP, the Preliminary Offering Memorandum and the Final Offering Memorandum that are not commented on by the Reporting Accountants in its comfort letter.
- 46 two signed originals of the certificate of Ms. Lu Juan in her capacity as a joint company secretary of the Company, dated the Listing Date, which certificate will cover, *inter alia*, the due execution of the Hong Kong Underwriting Agreement and the International Underwriting Agreement.
- 47 two signed originals of the certificate of the Selling Shareholder in the form set out in the schedule and/or exhibits of the International Underwriting Agreement.

## **SCHEDULE 5**

### **SET-OFF ARRANGEMENTS**

- 1 This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes or procures to be made one or more Relevant Hong Kong Public Offering Application pursuant to the provisions of Clause 5.5. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to subscribe or procure subscribers for Hong Kong Offer Shares if one or more Relevant Hong Kong Public Offering 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 Relevant Hong Kong Public Offering Applications, such applications must be made online through the HK eIPO White Form Service at [www.eipo.com.hk](http://www.eipo.com.hk) or by submitting an EIPO application through FINI complying in all respects with the terms set out in the section headed “How to Apply for the Hong Kong Offer Shares” in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with the provisions of Clause 5.2. Copies of records for such applications will have to be faxed to the Sponsor-OCs immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter (or any sub-underwriter of the Hong Kong Underwriter) by whom the application is made or procured to be made and there must be clearly marked on the application(s) “Relevant Hong Kong Public Offering Applications”, to the extent practicable.
- 3 No preferential consideration under the Hong Kong Public Offering will be given in respect of Relevant Hong Kong Public Offering Applications.

**SCHEDULE 6**  
**ADVERTISING ARRANGEMENTS**

The Formal Notice is to be published on the Stock Exchange Website, the website of the Company and in the following newspapers on the following dates:

| <b>Name of Publication</b> | <b>Date of Advertisement</b> |
|----------------------------|------------------------------|
| Stock Exchange Website     | 8 May, 2025                  |
| Company website            | 8 May, 2025                  |



## SCHEDULE 7

### PROFESSIONAL INVESTOR TREATMENT NOTICE

#### Part A: Professional Investor Treatment Notice

- 1 For the purposes of the *Code of Conduct*, you are a “Corporate Professional Investor” by reason of your being a person described in Sections 3(a), (c) or (d) of the Securities and Futures (Professional Investor) Rules. The relevant definitions are in Sections 3 to 8 of the Securities and Futures (Professional Investor) Rules which are set out in Part B of this notice.

We have categorised you as a Corporate Professional Investor based on the information you have given us. We are treating you as a Corporate Professional Investor for the following products and markets: Hong Kong equities. You will inform us promptly in the event any such information ceases to be true and accurate. Please note that you have the right to withdraw from being treated as a Corporate Professional Investor for the purposes of the Code of Conduct in respect of all or any of the relevant products and markets at any time by giving us notice in writing.

- 2 As a consequence of your categorisation as a Corporate Professional Investor that meets the criteria set out in paragraph 15.3A(b) of the Code of Conduct, we are exempt from certain requirements under the Code of Conduct (summarised below), provided that we take certain actions beforehand (including, providing you with the information contained in this Schedule and obtaining your consent to dispense with the relevant requirements). For the avoidance of doubt, we may (at our discretion) follow certain of those requirements, but that does not prejudice the applicability of any exemption.

2.1 **Client agreement**

We are not required to enter into a written agreement in relation to the services that are to be provided to you or provide the relevant risk disclosure statements to you (paragraph 6.1, paragraph 2 of Schedule 6, paragraph 2 of Schedule 7 and paragraph 1 of Schedule 9 to the Code of Conduct).

2.2 **Information about us**

We are not required to provide you with information about our business or the identity and status of employees and others acting on our behalf with whom you will have contact (paragraph 8.1 of the Code of Conduct).

2.3 **Prompt confirmation**

We are not required to confirm promptly with you the essential features of a transaction after effecting a transaction for you (paragraph 8.2, paragraph 4 of Schedule 6 and paragraph 18 of Schedule 9 to the Code of Conduct).

2.4 **Information about clients**

We are not required to establish your financial situation, investment experience and investment objectives before entering into any transaction with you, except where we are providing advice on corporate finance work (paragraph 5.1 and paragraphs 2(d) and 2(e) of Schedule 9 to the Code of Conduct).

2.5 **Nasdaq-Amex Pilot Program**

We are not required to provide you with documentation on the Nasdaq-Amex Pilot Program (paragraph 1 of Schedule 6 to the Code of Conduct).

## 2.6 **Suitability**

When making a recommendation or solicitation, we are not required to ensure the suitability of such recommendation or solicitation (paragraph 5.2 and paragraph 49 of Schedule 9 to the Code of Conduct).

## 2.7 **Investor characterisation/ disclosure of transaction related information**

We are not required to assess your knowledge of derivatives or characterise you based on your knowledge of derivatives, and we are not required to disclose transaction related information to you (paragraphs 5.1A and 8.3A of the Code of Conduct).

## 2.8 **Discretionary accounts**

We are not required, in respect of any discretionary account, to obtain authority in writing from you prior to effecting transactions for your account, or to explain such authority or re-confirm it on an annual basis (paragraphs 7.1(a)(ii) and 7.1(b) of the Code of Conduct).

3 By entering into this Agreement, you agree and acknowledge that you have read and understood and have had explained to you the consequences of consenting to being treated as a Corporate Professional Investor and the right to withdraw from being treated as such as set out herein and that you hereby consent to being treated as a Corporate Professional Investor.

4 In addition, by signing this Agreement, you hereby agree and acknowledge that we will not provide you with any contract notes, statements of account or receipts in accordance with the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules where such would otherwise be required.

## **Part B: Sections 3 to 8 of the Securities and Futures (Professional Investor) Rules**

### **3. Persons prescribed as professional investors**

For the purposes of paragraph (j) of the definition of **professional investor** in section 1 of Part 1 of Schedule 3 to the Securities and Futures Ordinance, the following persons are prescribed as within the meaning of that definition for the purposes of any provision of the Securities and Futures Ordinance other than Schedule 6—

- (a) a trust corporation referred to in section 4;
- (b) an individual referred to in section 5(1);
- (c) a corporation (other than a trust corporation referred to in paragraph (a)) specified in section 6; or
- (d) a partnership referred to in section 7.

### **4. Trust corporations**

A trust corporation specified for the purposes of section 3(a) is 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 HK\$40 million at the relevant date or as ascertained in accordance with section 8.

### **5. Individuals**

- (1) An individual specified for the purposes of section 3(b) is an individual having a portfolio of not less than HK\$8 million at the relevant date or as ascertained in accordance with section 8, 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; or
  - (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.
- (2) For the purposes of subsection (1)(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.

## 6. Corporations

A corporation specified for the purposes of section 3(c) is

- (a) a corporation having—
  - (i) a portfolio of not less than HK\$8 million; or
  - (ii) total assets of not less than HK\$40 million, at the relevant date or as ascertained in accordance with section 8;
- (b) a corporation 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 section 4;
  - (ii) an individual specified in section 5(1);
  - (iii) a corporation specified in this paragraph or paragraph (a);
  - (iv) a partnership specified in section 7; or
  - (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 3 to the Securities and Futures Ordinance; or
- (c) a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph (a).

## 7 Partnerships

A partnership specified for the purposes of section 3(d) is a partnership having—

- (a) a portfolio of not less than HK\$8 million; or
  - (b) total assets of not less than HK\$40 million,
- at the relevant date or as ascertained in accordance with section 8.

## 8. Ascertaining total assets or portfolio

For the purposes of sections 4, 5(1), 6(a) or 7, the total assets entrusted to a trust corporation, the portfolio of an individual, 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—

- (a) for a trust corporation, corporation or partnership, 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;
- (b) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date—
  - (i) a statement of account or a certificate issued by a custodian;
  - (ii) a certificate issued by an auditor or a certified public accountant; or
  - (iii) 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), individual, corporation or partnership.

**Dated May 1, 2025**

**WANG QINSONG**

**and**

**LU CHANGMEI**

**in favor of**

**GREEN TEA GROUP LIMITED**  
(for itself and as trustee for its subsidiaries)

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**DEED OF INDEMNITY**

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**THIS DEED OF INDEMNITY** is made on May 1, 2025

**BY:**

- (1) **WANG QINSONG**, holder of PRC passport number E93242498, at Room 101, Unit 1, No. 7 Building, Chunxiao Garden, Guihua Cheng, Wen'er Road West, Wenxin Street, Xihu District, Hangzhou, Zhejiang, PRC (“**Mr. Wang**”); and
- (2) **LU CHANGMEI**, holder of PRC passport number E97281888, at Room 101, Unit 1, No. 7 Building, Chunxiao Garden, Guihua Cheng, Wen'er Road West, Wenxin Street, Xihu District, Hangzhou, Zhejiang, PRC (“**Ms. Lu**”);

(collectively, the “**Indemnifiers**” and each, a “**Indemnifier**”)

**IN FAVOR OF:**

- (3) **GREEN TEA GROUP LIMITED**, a company incorporated in the Cayman Islands whose registered office is at 71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands and principal place of business in Hong Kong SAR is at Room 1918, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (the “**Company**”) for itself and as trustee for its subsidiaries (together with the Company, the “**Group**”, and members of the Group shall be known as “**Group Members**” and each, a “**Group Member**”).

**WHEREAS:**

- (A) The Company has made an application to the Stock Exchange (as defined below) for the listing of, and permission to deal in, its Shares (as defined below) in issue and to be issued on the Main Board of the Stock Exchange by way of Global Offering (as defined below), as described in the Prospectus (as defined below).
- (B) The Indemnifiers have agreed to give certain indemnities and covenants in favor of the Company for itself and as trustee for its subsidiaries.

**THIS DEED WITNESSES** as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Deed (including the recitals above), the following expressions shall, unless the context otherwise requires, have the following meaning:

“**Claim**” means the Taxation Claim;

“**Effective Date**” means the Listing Date, the date on which this Deed shall become effective;

“**First Notice Date**” has the meaning ascribed to it in Clause 8.1;

“**Financial Statements**” means the audited consolidated financial statements included in the Accountants’ Report in Appendix I to the Prospectus;

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

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

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

**“Listing Date”** means the date on which the Shares first commence trading on the Stock Exchange;

**“Non-compliance Penalty”** means any fines, penalties, claims, costs, expenses and losses (to the extent that provision, reserve or allowance has not been made for such fines, penalties, claims, costs expenses or losses in the Financial Statements) incurred by any of the Group Members after the Listing resulting from any non-compliance of any of the Group Members with applicable laws and regulations on or before the Listing Date;

**“Party”** means a party to this Deed, and **“Parties”** means all of them collectively;

**“PRC”** means the People’s Republic of China which for the purposes of this Deed, excluding Hong Kong, Macau and Taiwan);

**“Prospectus”** means the prospectus to be issued by the Company in connection with the Listing on or about May 8, 2025;

**“Reimbursement”** has the meaning ascribed to it under Clause 11;

**“Relief”** includes any allowance, credit, deduction, exemption or set-off in respect of any tax or relevant to the computation of any income, profits or gains for the purposes of any tax, or any repayment of or saving of tax (including any repayment supplement or interest in respect of tax), and any reference to the loss of a relief shall include the absence, nonexistence or cancellation of any such relief, or to such relief being available only in a reduce amount;

**“Shares”** means ordinary shares with a nominal value of US\$0.00002 each in the capital of the Company;

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

**“subsidiaries”** means all the companies named as subsidiaries of the Company in the Prospectus;

**“Taxation”** means all forms of tax imposed by any authority in any jurisdiction whatsoever whether direct or indirect and whether levied by reference to income, profits, gains, asset values (including land values), capital, prices (whether wholesale or retail) of goods and services, dutiable transactions or other reference and statutory, governmental or state impositions, duties, contributions, rates and levies, including estate duty under the Estate Duty Ordinance, Chapter 111 of the Laws of Hong Kong or legislation similar thereto in Hong Kong or any jurisdictions outside Hong Kong, whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and any other tax liability including liability to make a payment by way of reimbursement, recharge, indemnity, damages or management charge relating to or connected in any way with any Taxation and all fines, penalties, costs, charges, expenses and the related interest;

**“Taxation Claim”** means the issue of any claim, notice, assessment, demand, letter, or other document by or on behalf of any person, authority or body whatsoever or the taking of any other action or the imposition of any fine or penalty or other sanction by or on behalf of any person, authority or body from which notice, letter, document or action it appears that a liability for or in respect of Taxation or matters set out in Clause 3 is or may be imposed on any Group Member, whether before or after the date of this Deed and whether satisfied or unsatisfied at the date hereof; and

**“Taxation Liability”** means



- (a) any liability to make a payment in respect of any Taxation;
  - (b) any repayment of Taxation which has been taken into account or otherwise assumed to be available in the preparation of the Financial Statements, the benefit of which is not available; and/or
  - (c) the amount of any liability to make a payment in respect of any Taxation which would not have been made or become due but for the loss of, or failure to obtain, any Relief which has been taken into account in computing any provision for deferred Taxation which appears in the Financial Statements (or which would have so appeared but for the assumed availability of such Relief).
- 1.2 Any reference to income, profits or gains earned, accrued or received on or before a particular date or in respect of a particular period shall include income, profits or gains which for tax purposes are deemed to have been or are treated or regarded as earned, accrued or received on or before that date or in respect of that period.
- 1.3 Any reference to an event occurring on or before the Effective Date shall be deemed to include a series or combination of events the first of which occurred on or before the Effective Date and any reference to an event includes, without limitation, any action, omission or transaction whether or not the Company or any of its subsidiaries or consolidated affiliate is a Party hereto.
- 1.4 The headings used in this Deed are inserted for convenience only and shall not limit, vary, extend or otherwise affect the construction of any provision of this Deed.
- 1.5 References in this Deed to Recitals and Clauses are references to recitals to and clauses of this Deed.
- 1.6 References in this Deed to any statute or statutory provision shall be construed as references to such statute or statutory provision as respectively amended, consolidated or re-enacted, or as its operation is modified by any other statute or statutory provision (whether with or without modification), and shall include any subsidiary legislation enacted under the relevant statute.
- 1.7 In this Deed, unless the context otherwise requires:
- (a) expressions in the singular shall include the plural and vice versa;
  - (b) references to persons shall include bodies corporate (wherever incorporated), corporations, partnerships, sole proprietorships, organizations, associations (including unincorporated associations), enterprises and branches;
  - (c) references to one gender include all genders;
  - (d) references to any Hong Kong legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept is, in respect of any jurisdiction other than Hong Kong, deemed to include the legal concept or term which most nearly approximates in that jurisdiction to the Hong Kong legal term; and
  - (e) where any word or expression is given a defined meaning, any other grammatical form of such word or expression (as the case may be) shall have a corresponding meaning.

## **2. CONDITIONS PRECEDENT**

This Deed shall become effective on the Listing Date and shall continue in full force and effect until it is terminated. If the Listing does not take place on or before May 16, 2025 or

such later date as the Parties may agree, this Deed shall automatically lapse and none of the Parties shall have any claim under this Deed or any nature against any other Party.

### **3. TAX INDEMNITY**

3.1 Each Indemnifier hereby jointly and severally undertakes to indemnify and keep each Group Member indemnified against any loss or liability or diminution in value of asset suffered by any Group Member as a result of or in connection with any Taxation Liability in any jurisdiction arising:

- (a) in respect of or in consequence of any act, omission or event which occurred or is deemed to occur on or before the Effective Date;
- (b) from any income, profits or gains earned, accrued or received or deemed to have been earned, accrued or received on or before the Effective Date; or
- (c) as a result of any Group Member receiving or being entitled to receive any payment under this Deed,

whether alone or in conjunction with other circumstances and whether or not such Taxation is chargeable against or attributable to any other person.

3.2 Without limiting the generality of Clause 3.1 above, each Indemnifier hereby jointly and severally undertakes to indemnify and keep each Group Member indemnified against any tax liabilities (including estate duty under the Estate Duty Ordinance, Chapter 111 of the Laws of Hong Kong) which might be payable by any of the Group's subsidiary or branch in respect of any income, profits or gains, transactions, events, acts, omissions, matters or things earned, accrued or received, entered into (or deemed to be so earned, accrued, received or entered into) or occurring on or before the Effective Date.

### **4. INDEMNITY FOR NON-COMPLIANCE PENALTY**

Each Indemnifier hereby agrees that it will indemnify and keep the Company (for itself and as trustee for its subsidiaries) and keep each Group Member indemnified on demand from and against any losses, liabilities or damages (to the extent that provision, reserve or allowance has not been made for such fines, penalties, claims, costs, expenses or losses in the Financial Statements) suffered from Non-compliance Penalty.

### **5. EXCLUSIONS OF LIABILITIES**

The Indemnifiers shall be under no liability for any loss under Clause 3:

- (a) to the extent that specific provision or reserve has been made for such taxation in the Financial Statements;
- (b) to the extent that the liability for such taxation would not have arisen but for any act or omission of, or delay by, the Company or any other Group Member after the Effective Date; and
- (c) to the extent such loss arises or is incurred only as a result of a retrospective change in law or regulations or the interpretation or practice thereof by any relevant authority coming into force after the Effective Date.

## **6. COSTS AND EXPENSES**

6.1 The indemnities given under this Deed shall cover all costs (including all legal costs), expenses, interests, penalties, fines, charges or other liabilities which any Group Member may properly incur in connection with:

(a) any such liability referred to in Clause 3 or Clause 4 or in taking or defending any action under this Deed;

(b) the investigation, assessment or the contesting of any Claim;

(c) the settlement of any Claim;

(d) any legal proceedings in which any of the Group Members make a Claim under or in respect of this Deed and in which judgment is given for any of the Group Members; and

(e) the enforcement of any such settlement or judgment.

6.2 Without limiting the generality of Clause 6.1 above, the indemnities given under Clause 3 and Clause 4 of this Deed shall cover all costs (including all legal costs), expenses or other liabilities which any Group Member may properly incur in relation to any Claims on or before the Effective Date

## **7. NOTIFICATION AND CONDUCT OF CLAIMS**

7.1 Once the Company becomes aware of a Claim relevant for the purposes of this Deed, it shall as soon as reasonably practicable give written notice to the relevant Indemnifier and shall (subject to the relevant Group Member being indemnified to the satisfaction of the Company against any liability, costs, damages or expenses which may be incurred) take such action and procure that the relevant Group Member take such action as the Indemnifiers may reasonably request to avoid, resist, dispute, defend, compromise or appeal against the Claim, provided that the obligations of the Company under this Deed shall not constitute a condition to the right of the Group Members to be indemnified under this Deed.

7.2 The Company shall not be obliged to procure that any Group Member object to, avoid, resist or appeal against any Claim if, having given written notice to the relevant Indemnifier of the receipt of that Claim, he/it has not within fourteen (14) days thereof received a request in writing from the Indemnifier to make that objection or appeal.

7.3 Notwithstanding the provisions of Clause 7.1 above, the Company or the relevant Group Member shall be entitled in its absolute and sole discretion to settle any Claim within four (4) weeks of receiving notice of the Claim if:

(a) the Indemnifiers fail to agree to indemnify the Company and/or the relevant Group Member to the reasonable satisfaction of such person in respect of liability, costs, damages or expense referred to in Clause 7.1 above;

(b) the Company and/or the relevant Group Member reasonably considers that failure to settle the Claim would have a material and adverse effect on its business, operations, financial condition, prospects or the interests of its shareholder(s); or

(c) the Company reasonably considers that to object to, avoid, resist or appeal against any such Claim would lead to the Company or any other Group Member suffering a material and adverse effect on its business, operations, financial condition, prospectus or the interests of its shareholder(s).

7.4 In connection with the conduct of any dispute relating to a Claim, the Company will keep the Indemnifiers fully informed of all relevant matters and will promptly forward or procure to be forwarded to the relevant Indemnifier copies of, or in the case of oral communications details of, all material correspondence and other communications written and otherwise pertaining to the Claim, provided that the obligations of the Company under this Deed shall not constitute a condition to the right of the Group Members to be indemnified under this Deed.

7.5 No claim under this Deed shall be made by more than one Group Member in respect of the same Non-compliance Penalty to the extent that such claim would result in a double recovery for the same loss.

## **8. REIMBURSEMENT**

8.1 In the event that any Claim is or has been discharged or suffered by any of the Group Members (whether by payment or by the loss of any relief, allowance, credit or right to repayment of Taxation), the covenant given hereunder shall take effect as a covenant by the Indemnifiers to indemnify the Company and to make full payment within fourteen (14) days from the date of first notice of such event (the “**First Notice Date**”).

8.2 Any sum not paid by the Indemnifiers on or before the First Notice Date of such event shall bear interest (which shall accrue from day to day after as well as before any judgment for the same) at the interest rate for Renminbi loans published by the People's Bank of China from the First Notice Date to and including the day of actual payment of such sum, compounded quarterly. Such interest shall be paid on the demand of the Company.

## **9. SET-OFF AND DEDUCTIONS**

All payments to be made by the Indemnifiers under this Deed shall be made in full without set-off (except in the circumstances set out in Clause 10 below) or counterclaim or any restriction or condition and free and clear of any present or future Taxation, duties, charges, surcharges or other deductions or withholdings of any nature. If any deduction or withholding is required to be made from any such payment, or any Taxation is payable in respect of such payment, the Indemnifiers shall pay such additional amount as shall be required to ensure that the amount received by the Company under this Deed will equal the amount which would have been received by it had no such deduction or withholding been required to be made.

## **10. OVER-PROVISION AND TAX SAVINGS**

If after the Indemnifier having made or having been demanded a payment pursuant to Clause 3 or Clause 4:

- (a) any provision for Taxation Liability (excluding deferred Taxation Liability except so far as the same arises out of short term timing differences) and for the liability described in Clause 4 in the Financial Statements shall be or have been (at the Indemnifier's request and expense) certified by the auditors of the Company for the time being to be an over-provision or excessive reserve; or
- (b) the Taxation Liability or the liability described in Clause 4 which has resulted in such payment by the Indemnifier shall give rise to a corresponding saving for any Group Member,

the full value (as certified by the auditors of the Company for the time being who shall take into account timing differences in calculating such value) of such over-provision or excessive reserve, unless it is solely attributable to the effect of a reduction in tax rates on deferred Taxation Liability, or corresponding saving shall be set off (i) first against the

payment then due from the relevant Indemnifier under this Deed and (ii) secondly (to the extent there is any excess) against any further such payment(s) in chronological order and if there is any further surplus thereafter the same shall be paid forthwith without delay to the relevant Indemnifier, at the cost and expense of the relevant Indemnifier.

## **11. THIRD PARTY CLAIMS AND TAX REFUNDS**

Where a Group Member is either immediately or at some subsequent date entitled to bring a claim against, or recover or receive from, some other person (including any taxing or other competent authorities) any sum in respect of all or part of any liability for which the Indemnifiers has made a payment pursuant to Clause 3 and/or Clause 4 (the "**Reimbursement**"), the Company shall or shall procure that the relevant Group Member:

- (a) promptly notify the Indemnifiers and if requested by the Indemnifiers and at his/its cost and expense take all necessary and appropriate steps to enforce the recovery (keeping the Indemnifiers fully informed of the progress of any action taken) of the Reimbursement; and
- (b) repay to the Indemnifiers a sum corresponding to the amount of the Reimbursement (including any interest paid by the taxing or competent authority or other person on or in respect hereof) less any expenses, costs and charges properly and reasonably incurred by the Group Member in recovering the Reimbursement.

## **12. WARRANTY OF CAPACITY AND POWER**

Each Party represent, warrants and undertakes to each of the other Parties that:

- (a) he/it has full authority, power and capacity to enter into and carry out its obligations under this Deed;
- (b) all necessary acts and things have been taken or done to enable him/her/it to lawfully enter into carry out its obligations under this Deed;
- (c) when executed, this Deed will create obligations which are legal, valid and binding and enforceable in accordance with their terms; and
- (d) no provision of this Deed is in breach of any provisions specified in any documents or its memorandum or its articles of association or the laws and regulations of its jurisdiction of incorporation or the country in which he is a national of (where applicable).

## **13. LIMITATION**

- 13.1 Notwithstanding any other provisions of this Deed, no Claim under this Deed may be brought against the Indemnifiers after the expiry of seven (7) years from the Effective Date and the Indemnifiers shall not be liable unless the Indemnifiers have received written notice from the Company (on behalf of any of the Group Members) prior to the expiry of such seven-year period with details of the Claim under this Deed.
- 13.2 Any such Claim referred to in Clause 13.1 shall (if not previously satisfied, settled or withdrawn) be deemed to have been waived or withdrawn at the expiry of a period of six (6) months after the seventh anniversary of this Deed unless proceedings have already been commenced against the Indemnifiers.

## **14. FURTHER ACTION**

Each of the Parties agrees to perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents as may be required by law or as may be necessary or desirable to implement

and/or give effect to this Deed and the rights and obligations contemplated in this Deed, including the execution of all deeds and documents, procuring the convening of all meetings, the giving of all necessary waivers and consents and the passing of all resolutions and otherwise exercising all powers and rights available to them.

## **15. ENTIRE AGREEMENT**

This Deed sets forth the entire agreement and understanding between the Parties in relation to the subject matter of this Deed and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, undertakings, agreements and undertakings (if any) between the Parties with respect to the subject matter of this Deed, whether such be written or oral.

## **16. INVALIDITY**

Each of the provisions of this Deed is severable. If any such provision is held to be or becomes illegal, invalid or unenforceable in any respect under the law of the applicable jurisdiction:

(a) so far as it is illegal, invalid and unenforceable, it shall be given no effect and shall be deemed not to be included in this Deed and shall not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of this Deed, or of that or any provisions of this Deed in any other jurisdictions; and

(b) the Parties shall use all reasonable endeavours to replace it with a valid and enforceable substitute provision or provisions but differing from the replaced provision as little as possible and the effect of which is as close to the intended effect of the illegal, invalid or unenforceable provision.

## **17. WAIVER AND OTHER RIGHTS**

17.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power or remedy vested in any Party under or pursuant to this Deed or otherwise shall constitute a waiver by such Party or any other right, power or remedy.

17.2 Any right, power or remedy expressly conferred upon any Party under this Deed shall be in addition to and without prejudice to all other rights, powers and remedies which would otherwise be available to such Party under this Deed or at law.

17.3 The rights and remedies of the Company under this Deed shall not be affected, and the liability of the Indemnifiers under this Deed shall not be released, discharged or impaired, by any event or matter whatsoever, other than a specific and duly authorized written waiver or release by the Company executed as a deed.

## **18. ASSIGNMENT**

This Deed shall not be capable of being assigned by any Party to any person, save with the prior written consent of the other Parties on terms that such permitted assign shall covenant with such parties to perform all of its obligations under this Deed.

## **19. SUCCESSORS AND ASSIGNEES**

This Deed shall be binding upon the Parties, their respective successors and permitted assignees, and shall ensure to the benefit of and be enforceable by, the parties hereto, their respective successors and permitted assignees.

## **20. NOTICE**

- 20.1 Any notice required to be given under this Deed shall be in writing in either Chinese or English and shall be delivered personally or by registered or recorded delivery post or postage prepaid in accordance with the contact details set out below or such other address as may have been last notified in writing by or on behalf of such Party to the other Party. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the Party to be served and if served by post, at the time it would have been received in the normal course of post.

*To Mr. Wang*

Address : Room 101, Unit 1, No. 7 Building, Chunxiao Garden, Guihua Cheng, Wen'er Road West, Wenxin Street, Xihu District, Hangzhou, Zhejiang, China

Attention : Mr. Wang Qinsong

*To Ms. Lu*

Address : Room 101, Unit 1, No. 7 Building, Chunxiao Garden, Guihua Cheng, Wen'er Road West, Wenxin Street, Xihu District, Hangzhou, Zhejiang, China

Attention : Ms. Lu Changmei

*To the Company*

Address : No. 1 Lingyin Road, Xihu District, Hangzhou, Zhejiang Province, China

Attention : Mr. Wang Qinsong

- 20.2 In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:

(a) in the case of personal delivery or by hand, the same has been delivered or left at the address of the Party to be served on; or

(b) in the case of a letter, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped.

## **21. COSTS AND EXPENSES**

The Company shall bear the legal and professional fees, costs and expenses incurred in relation to the negotiation and preparation of this Deed.

## **22. VARIATION TO THIS DEED**

- 22.1 No variation or amendment of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the Parties.

- 22.2 Unless expressly agreed, no variation shall constitute a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations



of the Parties under or pursuant to this Deed shall remain in full force and effect, except and only to the extent that they are so varied.

## **23. COUNTERPARTS**

This Deed may be executed in any number of counterparts by the Parties on separate counterparts each of which when executed shall be binding on the Party who has executed it and all of which when taken together shall constitute one and the same instrument.

## **24. CONFIDENTIALITY**

24.1 Each Party shall treat as strictly confidential and shall not disclose or use any information received or obtained as a result of entering into this Deed or any of the terms of this Deed.

24.2 Clause 24.1 shall not prohibit disclosure or use if and to the extent:

(a) the disclosure or use is required by law, any regulatory body or the rules and regulations of any internationally recognized stock exchange (including but not limited to disclosure of this Deed for the purpose of the Listing);

(b) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Deed or any other agreement entered into under or pursuant to this Deed or the disclosure is reasonably required to be made to a taxation authority in connection with the taxation affairs of the disclosing Party;

(c) the disclosure is made to professional advisors of the disclosing Party on terms that the Parties shall procure that their respective professional advisors undertake to comply with the provision of Clause 24.1 in respect of such information as if they were a Party;

(d) the information or the terms of the Deed become publicly available (other than by a breach of this Deed);

(e) all Parties have given prior written approval to the disclosure or use; or

(f) the information is independently developed by the disclosing Party,

provided that the disclosing Party shall notify all other Parties seven (7) days prior to the disclosure or use of any information under this Clause.

## **25. PROCESS AGENT**

Service of process upon Indemnifiers at the address of Room 1918, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by the Indemnifiers.

## **26. GOVERNING LAW AND DISPUTES**

26.1 This Deed is governed by and shall be construed in accordance with the laws of Hong Kong.

26.2 In the event of any dispute between the Parties arising in connection with this Deed, such dispute shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this Clause. The appointing authority shall be the Hong Kong International Arbitration Centre (HKIAC). The place of arbitration shall be in Hong Kong at the HKIAC. Any such arbitration shall be administered by the HKIAC in accordance with the HKIAC Procedures for Arbitration in force at the



date of this Deed including such additions to the UNCITRAL Arbitration Rules as are therein contained. There shall be only one arbitrator, and the language to be used in the arbitral proceedings shall be English.

**IN WITNESS WHEREOF** Mr. Wang, Ms. Lu and the Company (for itself and as trustee for its subsidiaries) have executed this Deed the day and year first above written.

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
Wang Qinsong

in the presence of

)  
)  
)  
)  
)  
王勤松



王佳伟

Witness name:

Title:

王佳伟

杭州市西湖区双峰村里鸡笼山80-2

董事会秘书

张晓丽

Witness name:

Title:

张晓丽

杭州市西湖区双峰村里鸡笼山80-2

总裁办高级总监

SIGNED, SEALED AND DELIVERED  
AS A DEED by  
Lu Changmei

in the presence of

)  
)  
)  
)  
)  
)  
路长梅 



Witness name: 王 佳 伟  
Title: 杭州市西湖区双峰村里鸡笼山80-2  
董事会秘书



Witness name: 张 晓 丽  
Title: 杭州市西湖区双峰村里鸡笼山80-2  
总裁办高级总监

EXECUTED AS A DEED by Wang Qinsong, Director  
for and on behalf of  
**Green Tea Group Limited**  
in the presence of

)  
)  
)  
)  
)  
)  
王勤松

王佳伟

Witness name:

Title:

王佳伟

杭州市西湖区双峰村里鸡笼山80-2  
董事会秘书

张晓丽

Witness name:

Title:

张晓丽

杭州市西湖区双峰村里鸡笼山80-2  
总裁办高级总监



基石投资协议

二零二五年五月一日

绿茶集团有限公司

及

无锡紫鲜食品有限公司

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司

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本协议（本“协议”）于二零二五年五月一日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) 无锡紫鲜食品有限公司，一家在中国无锡市注册成立的公司，其注册办事处位于中国无锡市梁溪区扬名街道南湖大道588号扬名发展中心1520室（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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

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

“会财局”指香港会计及财务汇报局；

“总投资金额”指等于发售价乘以投资者股份数目之金额；

“批准”具有第6.2(g)条所给予的含义；

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义，复数形式的“联系人 / 紧密联系人”须据此解释；

“经纪佣金”指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“交割”指根据本协议条款和条件认购投资者股份的交割；

“《公司条例》”指《公司条例》（香港法例第622章）；

“《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）；

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义，复数形式的“关连人士 / 核心关连人士”须据此解释；

“关连关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释；

“《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）；

“控股股东”除非文意另有所指，具有《上市规则》所给予该词的含义，而“控股股东”应据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规则”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引；

就任何相关股份而言，“处置”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买



任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置,不论是直接还是间接,有条件还是无条件,或者就前述任何法定或实益权益设立任何性质的第三方权利,或者订约进行前述事宜,而不论是直接还是间接,有条件还是无条件;或

- (ii) 订立任何互换或其他安排,将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人;或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易;或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易,在各种情况下,均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算;及「**处置**」须相应解释;

“**FINI**”具有《上市规则》所给予该术语的含义;

“**全球发售**”具有序文(A)所给予的含义;

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

“**本集团**”指本公司及其附属公司;

“**港元**”指香港的法定货币;

“**香港**”指中国香港特别行政区;

“**香港公开发售**”具有序文(A)所给予的含义;

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

“**国际发售**”具有序文(A)所给予的含义;

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

“**投资者相关信息**”具有第6.2(i)条所给予的含义;

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整

体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日前五(5)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。
- 3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。
- 3.3. 投资者确认，无法保证全球发售将会完成或将会不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。
- 4. 交割**
- 4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2. 考虑到中国相关监管部门对于外汇管制的监管要求，本公司、整体协调人及投资者同意，投资者须于上市日前四（4）日（或本公司、整体协调人及投资者可能书面协定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向本公司的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。本公司须于上市日前不迟于五（5）个整营业日书面通知投资者相关账户信息，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。
- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其联属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份

的失序及虚假市场，并须遵守所有适用法律和法规 and 所有主管司法辖区的证券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促使该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及
- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由

联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》



第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售及香港公开发售之间进行的股份重新分配的影响；

- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：  
(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；  
(ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及  
(iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区

区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何附属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；
- (cc) 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；及

## 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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；**(iii)**对投资者具有约束力的任何协议或其他文书；**(iv)**对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)** 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)** 涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及／或**(iv)** 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”））。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适

用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的任何整体协调人或联席保荐人的客户；
- (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，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关连交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A)本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1

（《股本证券的配售指引》）所给予该词的含义；

- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、

完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任

何该等行为或活动：；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或4.7条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及



(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

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

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

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： [nick.zhang@china-greentea.com.cn](mailto:nick.zhang@china-greentea.com.cn)

传真： 不适用

收件人： 张立先生

若发送至投资者，则发送至：

地址： 中国上海市闵行区申南路215号

电邮： [ziyan@ziyanfoods.com](mailto:ziyan@ziyanfoods.com)

传真： 不适用

收件人： 曹澎湃先生

若发送至花旗环球金融亚洲，则发送至：

地址：          香港中环花园道三号冠君大厦50楼  
电邮：          project.longjing.core@citi.com  
传真：          +852 3009 4362  
收件人：        钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址：          英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号  
电邮：          project.longjing.core@citi.com  
传真：          +852 3009 4362  
收件人：        钱叶文先生

若发送至招银国际，则发送至：

地址：          香港中环花园道三号冠君大厦45楼  
电邮：          ecms@cmbi.com.hk  
传真：          +852 3900 0865  
收件人：        CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## **10. 一般条款**

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得

构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

(a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或

(b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。

10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

(a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；

(b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；  
或

(c) 《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“默认权利”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“美国特别处置机制”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

(a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：

- (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
- (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
- (iii) 注销任何有关负债；及

(b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“内部财务重整行动”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

(a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；

(b) 就任何其他适用内部财务重整法例而言：

- (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

- 11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有一位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

- 12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

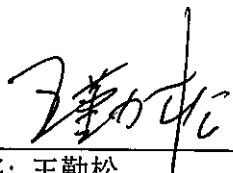
## **13. 副本**

- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

绿茶集团有限公司

A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事

代行且代表：

无锡紫鲜食品有限公司

签署人：



姓名：吴超

职衔：总经理





为且代表

花旗环球金融亚洲有限公司



---

姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**



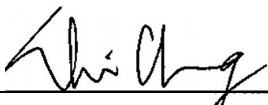
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姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director

为且代表

招银国际融资有限公司



---

Name: SHI Qian

Title: Executive Director

为且代表

招银国际融资有限公司



---

Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)271,526,500港元 / 相当于35,000,000美元的港元（采用招股章程所披露的港元兑美元收市汇率计算），扣除投资者将就投资者股份而支付的经纪佣金及征费后，除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

**附表二**  
**投资者详情**

**投资者**

|  |  |
|--|--|
| 注册成立地：                                     | 中国无锡市  |
| 注册证书编号：                                    | 91320213MAE4CC864W（统一社会信用代码）   |
| 商业登记号码：                                    | 91320213MAE4CC864W（统一社会信用代码）   |
| 法人实体识别编码：                                  | 91320213MAE4CC864W（统一社会信用代码）   |
| 营业地址：                                      | 中国上海市闵行区申南路215号  |
| 主要业务：                                      | 食品销售   |
| 最终控股股东：                                    | 上海紫燕食品股份有限公司   |
| 最终控股股东的注册地：                                | 中国   |
| 最终控股股东的商业登记号码及法人实体识别编码：                    | 91310112630574703Q（统一社会信用代码）   |
| 最终控股股东的主要业务：                               | 食品销售   |
| 股东及持有之权益：                                  | 上海紫燕食品股份有限公司100%   |
| 投资者在招股章程中的描述：                              | 无锡紫鲜食品有限公司（「无锡紫鲜」）为一家于中国成立的有限责任公司，主要从事食品销售、包装材料及产品销售。无锡紫鲜为上海紫燕食品股份有限公司（「上海紫燕」，一家中国有限责任公司，于2022年9月26日在上海证券交易所上市（股票代码：603057））的全资子公司。上海紫燕创立于2000年，目前总部位于上海，主要专注于中国食品的研发、生产及销售。 |
| 相关投资者类别（须纳入联交所 FINI 承配人名单模板或须由基石投资者披露的类别）： | 基石投资者  |

基石投资协议

二零二五年五月六日

绿茶集团有限公司

及

安吉两山乡村振兴股权投资合伙企业（有限合伙）

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司



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本协议（本“协议”）于二零二五年五月六日订立

订约方：

- (1) 绿茶集团有限公司(Green Tea Group Limited),一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) 安吉两山乡村振兴股权投资合伙企业（有限合伙），一家在中国湖州市注册成立的公司，其注册办事处位于中国湖州市安吉县昌硕街道胜利西路38号第一国际城1幢9楼0910室（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

除非文意另有所指，就特定个人或实体而言，“**联属人士**”指通过一个或多个中介机构

直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，“控制”一词（包括“控制中”、“受……控制”及“与……受共同控制”）指拥有直接或间接权力指示或安排指示某人士的管理及政策，不论是通过拥有表决权股份、合约抑或其他方式；

“会财局”指香港会计及财务汇报局；

“总投资金额”指等于发售价乘以投资者股份数目之金额；

“批准”具有第6.2(g)条所给予的含义；

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义，复数形式的“联系人 / 紧密联系人”须据此解释；

“经纪佣金”指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“交割”指根据本协议条款和条件认购投资者股份的交割；

“《公司条例》”指《公司条例》（香港法例第622章）；

“《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）；

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义，复数形式的“关连人士 / 核心关连人士”须据此解释；

“关连关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释；

“《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）；

“控股股东”除非文意另有所指，具有《上市规则》所给予该词的含义，而“控股股东”应据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规则”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引；

就任何相关股份而言，“处置”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购

买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，不论是直接还是间接，有条件还是无条件，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何互换或其他安排，将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「处置」须相应解释；

“FINI”具有《上市规则》所给予该术语的含义；

“全球发售”具有序文(A)所给予的含义；

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

“本集团”指本公司及其附属公司；

“港元”指香港的法定货币；

“香港”指中国香港特别行政区；

“香港公开发售”具有序文(A)所给予的含义；

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

“国际发售”具有序文(A)所给予的含义；

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

“投资者相关信息”具有第6.2(i)条所给予的含义；

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

“法律”指所有相关司法管辖区的任何有关政府部门（包括但不限于联交所、证监会及中国证监会）的所有法律、法规、立法、条例、措施、规则、规例、指引、指南、决

策、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“**附属公司**”具有《公司条例》所给予的含义；

“**美国**”指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

“**美元**”指美国的法定货币；及

“**美国人士**”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其

联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日前三(3)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

(a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

(a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其

他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3. 投资者确认，无法保证全球发售将会完成或将不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人根据本协议第4.4条决定的时间及方式予以认购。

4.2. 考虑到中国相关监管部门对于外汇管制的监管要求，本公司、整体协调人及投资者同意，投资者须于上市日前两(2)日（或本公司、整体协调人及投资者可能书面协定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向本公司的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。本公司须于上市日前不迟于三(3)个整营业日书面通知投资者相关账户信息，相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上



市日期迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

- 4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。
- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其联属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何

交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份的失序及虚假市场，并须遵守所有适用法律和法规及所有主管司法辖区的证券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不再在不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及

- (c) 投资者及其紧密联系人不得收购任何股份，致使紧接该收购完成后投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）将导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。除非取得本公司、整体协调人及联席保荐人事前书面同意，投资者不得，及须尽力促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于簿记建档过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；

- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售及香港公开发售之间进行的股份重新分配的影响；
- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：  
(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；  
(ii) 尽力确

保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii) 将尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代

理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、附属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、附属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、附属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；及

- (cc) 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。

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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)对投资者具有约束力的任何协议或其他文书；或(iv)对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于(i)投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；(ii) 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；(iii) 涉及投资者股份的任何互换安排或其他金融或投资

产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及/或(iv) 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”）。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或其是专业投资者
- (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，及投资者无权提名任何人士担任本公司董事或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关连交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行动（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A) 本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士（除非另以书面形式向本公司、整体协调人及联席保荐人披露或于公开文件另有披露）；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人



士的“关连客户”（除非另以书面形式向本公司、整体协调人及联席保荐人披露或于公开文件另有披露）。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；

- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理（除非另以书面形式向本公司、整体协调人及联席保荐人披露或于公开文件另有披露）。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况或于公开文件另有披露外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；除非另以书面形式向本公司、整体协调人及联席保荐人披露或于公开文件另有披露，投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换

安排或其他金融或投资产品；

- (cc) 除根据本协议外，投资者或其任何联系人不得通过簿记建档方式申请或预购全球发售的任何股份。

- 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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的附属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。
- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、附属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、附属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表其各自附属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有合理成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者或本公司各自于第6.1、6.2、6.3、6.4、6.5及6.7条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
- 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动。

- (b) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
- (c) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；；及
- (d) 除非本协议规定，本公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或4.7条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或

联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；

- (b) 该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及
  - (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2. 投资者不得作出有关本协议或本协议的任何相关事项的任何其他提述或披露；投资者已经提前咨询本公司、整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3. 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4. 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档、其背景资料、其与本公司的关系）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、整体协调人及 / 或联席保荐人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： nick.zhang@china-greentea.com.cn

传真： 不适用

收件人： 张立先生

若发送至投资者，则发送至：

地址：中国北京市朝阳区安定路5号院10号楼招商局广场B座16层  
电邮：wangyiran@cmhk.com  
传真：不适用  
收件人：王奕然先生

若发送至花旗环球金融亚洲，则发送至：

地址：香港中环花园道三号冠君大厦50楼  
电邮：project.longjing.core@citi.com  
传真：+852 3009 4362  
收件人：钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址：英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号  
电邮：project.longjing.core@citi.com  
传真：+852 3009 4362  
收件人：钱叶文先生

若发送至招银国际，则发送至：

地址：香港中环花园道三号冠君大厦45楼  
电邮：ecms@cmbi.com.hk  
传真：+852 3900 0865  
收件人：CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，

无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
  - (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
  - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意

予以修订、修改或豁免遵守。

- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在严重违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。
- 10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；
- (b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；  
或
- (c) 《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“**默认权利**”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“**美国特别处置机制**”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

- (a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：
  - (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
  - (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
  - (iii) 注销任何有关负债；及
- (b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“**内部财务重整行动**”指行使任何撇减及转换权力。

“**处置机制当局**”指有权行使任何撇减及转换权力的任何机构。

“**撇减及转换**”指：

- (a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；
- (b) 就任何其他适用内部财务重整法例而言：



- (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有一位仲裁员及仲裁程序中使用的语言为中文。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之

情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

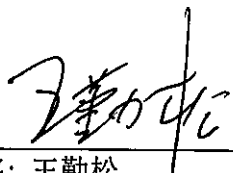
### **13. 副本**

- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

**GREEN TEA GROUP LIMITED**  
绿茶集团有限公司

A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事



代付且林表:

安吉两山乡村振兴股权投资合伙企业（有限合伙）

签署人:

(有限合伙)

姓名:

职衔:

刘平

执行事务合伙人委派代表

为且代表

花旗环球金融亚洲有限公司



---

姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**




---

姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director

为且代表

招银国际融资有限公司



---

Name: SHI Qian

Title: Executive Director



为且代表

招银国际融资有限公司



---

Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)100,852,700港元 / 相当于13,000,000美元的港元（采用招股章程所披露的港元兑美元收市汇率计算），投资者将就投资者股份而支付的经纪佣金及征费后，除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

## 附表二

### 投资者详情

#### 投资者

|                         |  |
|-------------------------|--|
| 注册成立地：                  | 中国湖州市  |
| 注册证书编号：                 | 91330523MA2D50GCX1（统一社会信用代码）   |
| 商业登记号码：                 | 91330523MA2D50GCX1（统一社会信用代码）   |
| 法人实体识别编码：               | 91330523MA2D50GCX1（统一社会信用代码）   |
| 营业地址：                   | 北京市朝阳区安定路5号院10号楼招商局广场B座16层   |
| 主要业务：                   | 资产管理；投资管理；项目投资   |
| 最终控股股东：                 | 招垦资本管理（北京）有限公司   |
| 最终控股股东的注册地：             | 中国   |
| 最终控股股东的商业登记号码及法人实体识别编码： | 113305230025731954（统一社会信用代码）   |
| 最终控股股东的主要业务：            | 政府机构   |
| 股东及持有之权益：               | 安吉县国风产业基金管理有限公司：45%<br>浙江省乡村振兴投资基金有限公司：44%<br>招垦资本管理（北京）有限公司<br>杭州森淼企业管理咨询合伙企业（有限合伙）<br>安吉两山乡村振兴股权投资合伙企业（有限合伙）（「安吉两山」）为一家根据中国法律成立的有限合伙企业，主要从事股权投资。其普通合伙人为(i)招垦资本管理（北京）有限公司（「招垦资本」，根据中国相关法律法规注册的私募基金经理），持有0.1%的合伙权益；及(ii)杭州森淼企业管理咨询合伙企业（有限合伙）（「杭州森淼」，根据中国法律成立的有限合伙企业），持有0.9%的合伙权益。杭州森淼由国创中鼎（上海）股权投资管理有限公司（「国创中鼎」）（持有杭州森淼10%权益）、Gu Qi先生（持有杭州森淼49.50%权益）及Zhang Wei先生（持有杭州森淼40.50%权益）所持有，而国创中鼎则由独立第三方最终持有。招垦资本为安吉两 |
| 投资者在招股章程中的描述：           |  |

山的唯一执行合伙人，并为招商局集团有限公司（最终由中华人民共和国国务院全资拥有）的间接全资附属公司。安吉两山最大有限合伙人安吉县国风产业基金管理有限公司（于中国注册成立的有限责任公司），持有45%的合伙权益，最终由安吉县财政局全资拥有。浙江省乡村振兴投资基金有限公司（于中国注册成立的有限责任公司）为安吉两山第二大有限合伙人，持有44%的合伙权益，最终由浙江省财政厅全资拥有。余下11%的合伙权益由6名有限合伙人持有，彼等各自持有安吉两山少于5%合伙权益。

相关投资者类别（须纳入联交所  
FINI 承配人名单模板或须由基石  
投资者披露的类别）：

基石投资者

基石投资协议

二零二五年五月三日

绿茶集团有限公司

及

**ACTION CHAIN INTERNATIONAL LIMITED**

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司

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本协议（本“协议”）于二零二五年五月三日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) **Action Chain International Limited**，一家在英屬處女群島注册成立的公司，其注册办事处位于Portcullis Chambers, 4<sup>th</sup> Floor, Ellen Skelton Building, 3076 Sir Francis Drake Highway, Road Town, Tortola, British Virgin Islands VG1110（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) **Citigroup Global Markets Limited**，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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

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

“会财局”指香港会计及财务汇报局；

“总投资金额”指等于发售价乘以投资者股份数目之金额；

“批准”具有第6.2(g)条所给予的含义；

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义，复数形式的“联系人 / 紧密联系人”须据此解释；

“经纪佣金”指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“交割”指根据本协议条款和条件认购投资者股份的交割；

“《公司条例》”指《公司条例》（香港法例第622章）；

“《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）；

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义，复数形式的“关连人士 / 核心关连人士”须据此解释；

“关连关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释；

“《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）；

“控股股东”除非文意另有所指，具有《上市规则》所给予该词的含义，而“控股股东”应据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规则”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引；

就任何相关股份而言，“处置”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买



任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置,不论是直接还是间接,有条件还是无条件,或者就前述任何法定或实益权益设立任何性质的第三方权利,或者订约进行前述事宜,而不论是直接还是间接,有条件还是无条件;或

- (ii) 订立任何互换或其他安排,将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人;或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易;或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易,在各种情况下,均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算;及「**处置**」须相应解释;

“**FINI**”具有《上市规则》所给予该术语的含义;

“**全球发售**”具有序文(A)所给予的含义;

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

“**本集团**”指本公司及其附属公司;

“**港元**”指香港的法定货币;

“**香港**”指中国香港特别行政区;

“**香港公开发售**”具有序文(A)所给予的含义;

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

“**国际发售**”具有序文(A)所给予的含义;

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

“**投资者相关信息**”具有第6.2(i)条所给予的含义;

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其

联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日期前三(3)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

(a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

(a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其

他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。

3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3. 投资者确认，无法保证全球发售将会完成或将不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

4.2. 投资者须于上市日香港时间上午8点前（或本公司、整体协调人及投资者可能书面约定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向整体协调人于上市日前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有

人账户或中央结算系统股份账户。

- 4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。
- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其附属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何

该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份的失序及虚假市场，并须遵守所有适用法律和法规及所有主管司法辖区的证券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何不再是在投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及

- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；



- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售及香港公开发售之间进行的股份重新分配的影响；
- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促致该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得

从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属

人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；
- (cc) 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；及

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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；或**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或**(iii)**对投资者具有约束力的任何协议或其他文书；或**(iv)**对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)** 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)** 涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及/或**(iv)** 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信**”

息”))。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的附属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的任何整体协调人或联席保荐人的客户；
- (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，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii) (尽管投资者与可能正订立 (或已订立) 本协议所述的任何其他协议的任何其他方存在关系) 并非本公司的关连人士 (定义见《上市规则》) 或代名人或联系人，及投资者认购投资者股份不构成关联交易 (定义见《上市规则》) 及将不会导致投资者及其实益拥有人成为本公司关连人士 (定义见《上市规则》)，及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事 (定义见证监会颁布的《公司收购、合并及股份回购守则》)；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A) 本公司的任何核心关连人士 (定义见《上市规则》) 或(B) 本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人 (定义见《上市规则》) 直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文 (A) 和 (B) 中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系 (除非另以书面形式向本公司、整体协调人及联席保荐人披露)；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1 (《股本证券的配售指引》) 所给予该词的含义；

- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属

的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及/或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及/或本公司、整体协调人及/或联席保荐人合理要求的其他事宜的信息及/或证明文件，以确保其各自遵守适用法律及/或公司或证券登记规定及/或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、

董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或4.7条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)



对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级管理人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

- 8.2. 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3. 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4. 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档、其背景资料、其与本公司的关系）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、整体协调人及 / 或联席保荐人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： [nick.zhang@china-greentea.com.cn](mailto:nick.zhang@china-greentea.com.cn)

传真： 不适用

收件人： 张立先生

若发送至投资者，则发送至：

地址： 浙江省杭州市萧山区宁围街道平澜路299号浙江商会大厦24层

电邮： [32287978@qq.com](mailto:32287978@qq.com)

传真： 不适用

收件人： 徐达越先生

若发送至花旗环球金融亚洲，则发送至：

地址： 香港中环花园道三号冠君大厦50楼

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址： 英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼

电邮： ecms@cmbi.com.hk

传真： +852 3900 0865

收件人： CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来

履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
  - (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
  - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。
- 10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；
- (b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；  
或

(c) 《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“默认权利”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“美国特别处置机制”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

(a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：

- (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
- (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
- (iii) 注销任何有关负债；及

(b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“内部财务重整行动”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

(a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；

(b) 就任何其他适用内部财务重整法例而言：

- (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

- 11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有一位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

- 12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

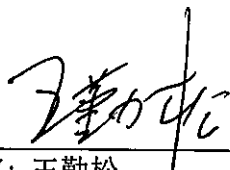
## **13. 副本**

- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

绿茶集团有限公司

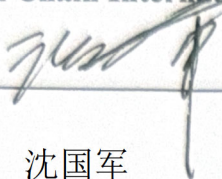
A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事



代行且代表:

Action Chain International Limited 签署人:



姓名: 沈国军  
职衔: 董事



为且代表

花旗环球金融亚洲有限公司



---

姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**

A handwritten signature in blue ink, appearing to read '柳欣宇' (Liu Xinyu).

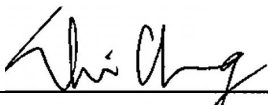
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姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director

为且代表

招银国际融资有限公司



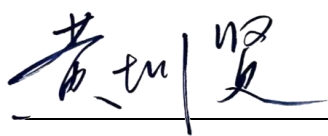
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Name: SHI Qian

Title: Executive Director

为且代表

招银国际融资有限公司



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Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1) 100,852,700港元 / 相当于13,000,000美元的港元（采用招股章程所披露的港元兑美元收市汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及费用）除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

**附表二**  
**投资者详情**

**投资者**

|  |  |
|--|--|
| 注册成立地：   | 英屬處女群島   |
| 注册证书编号：  | 1951565  |
| 商业登记号码：  | N.A.   |
| 法人实体识别编码：                                      | N.A.   |
| 营业地址：  | Portcullis Chambers, 4 <sup>th</sup> Floor,<br>Ellen Skelton Building, 3076 Sir<br>Francis Drake Highway, Road<br>Town, Tortola, British Virgin<br>Islands VG1110  |
| 主要业务：  | 投資活動   |
| 最终控股股东：  | 沈国军  |
| 最终控股股东的注册地：                                    | N.A.   |
| 最终控股股东的商业登记号码及法人实体识别编码：                        | N.A.   |
| 最终控股股东的主要业务：                                   | N.A.   |
| 股东及持有之权益：                                      | 100%   |
| 投资者在招股章程中的描述：                                  | Action Chain International Limited<br>（「Action Chain」）为一家根据<br>英属处女群岛法例注册成立的商<br>业公司，主要从事投资活动。<br>Action Chain 为 Guojun Evergreen<br>Limited（由沈国军先生最终拥<br>有）的全资附属公司。沈国军先<br>生为中国银泰投资有限公司（为<br>多元产业开发及投资集团）的创<br>办人兼主席。 |
| 相关投资者类别（须纳入联交所 FINI 承配人名单模板<br>或须由基石投资者披露的类别）： | 基石投资者  |

基石投资协议

二零二五年五月一日

绿茶集团有限公司

及

**CHIA TAI FOOD INVESTMENT COMPANY LIMITED**

正大食品投资有限公司

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司



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本协议（本“协议”）于二零二五年五月一日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) Chia Tai Food Investment Company Limited 正大食品投资有限公司，一家在香港注册成立的公司，其注册办事处位于 21/F., Far East Finance Centre, 16 Harcourt Road, Hong Kong（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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

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

“会财局”指香港会计及财务汇报局；

“总投资金额”指等于发售价乘以投资者股份数目之金额；

“批准”具有第6.2(g)条所给予的含义；

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义，复数形式的“联系人 / 紧密联系人”须据此解释；

“经纪佣金”指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

“交割”指根据本协议条款和条件认购投资者股份的交割；

“《公司条例》”指《公司条例》（香港法例第622章）；

“《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）；

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义，复数形式的“关连人士 / 核心关连人士”须据此解释；

“关联关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释；

“《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）；

“控股股东”除非文意另有所指，具有《上市规则》所给予该词的含义，复数形式的“控股股东”应据此解释；

“中国证监会”指中国证券监督管理委员会；

“中国证监会备案规则”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和上市管理试行办法》及其配套指引；

就任何相关股份而言，“处置”包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券，或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益（包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利）进行提呈发售、质押、抵

押、出售、按揭、借贷、设立、转让、出让或另行处置，不论是直接还是间接，有条件还是无条件，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何互换或其他安排，将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

“**FINI**”具有《上市规则》所给予该术语的含义；

“**全球发售**”具有序文(A)所给予的含义；

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

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序文(A)所给予的含义；

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

“**国际发售**”具有序文(A)所给予的含义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的含义；

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指经不时修订的《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，且

整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日期前三(3)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

(a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

(a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3. 投资者确认，无法保证全球发售将会完成或将不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

4.2. 投资者须于上市日期香港时间上午8点前（或本公司、整体协调人及投资者可能书面协定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前不晚于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4. 受限于第4.3条的规定，投资者股份的交付及付款亦可采用本公司、整体协调人、联



席保荐人和投资者书面同意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。

- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其附属公司不会（如果投资者股份由投资者附属公司持有）（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权力的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份

的失序及虚假市场，并须遵守所有适用法律和法规 and 所有主管司法辖区的证券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司；
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促使该附属公司）立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；及
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；
- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由

联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》

第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售及香港公开发售之间进行的股份重新分配的影响；

- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：  
(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；  
(ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及  
(iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区

区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何附属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；及
- (cc) 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。

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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；**(iii)**对投资者具有约束力的任何协议或其他文书；**(iv)**对投资者具有司法管辖权的任何政府部门的所有裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)** 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)** 涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及／或**(iv)** 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”））。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适

用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的任何整体协调人或联席保荐人的客户；
- (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，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或无需遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关连交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A)本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1



（《股本证券的配售指引》）所给予该词的含义；

- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、

完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位和同等顺位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任

何该等行为或活动：；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或第4.6条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府部门或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府部门的规定被要求作出。

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

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

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

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： [nick.zhang@china-greentea.com.cn](mailto:nick.zhang@china-greentea.com.cn)

传真： 不适用

收件人： 张立先生

若发送至投资者，则发送至：

地址： 21/F., Far East Finance Centre, 16 Harcourt Road, Hong Kong

电邮： [notices-cphk@charoenpokphand.com](mailto:notices-cphk@charoenpokphand.com);  
[zhangming@cpgroup.cn](mailto:zhangming@cpgroup.cn);  
[fengxin@cpgroup.cn](mailto:fengxin@cpgroup.cn);  
[chenzijian@cpgroup.cn](mailto:chenzijian@cpgroup.cn)

传真： +852 2861 2278 / +852 2865 2189

收件人： The Directors

若发送至花旗环球金融亚洲，则发送至：

地址： 香港中环花园道三号冠君大厦50楼

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址： 英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼

电邮： ecms@cmbi.com.hk

传真： +852 3900 0865

收件人： CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可

能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
  - (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
  - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为

负责。

- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。
- 10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；

(b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；或

(c) 《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“默认权利”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“美国特别处置机制”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

- (a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：
  - (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
  - (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
  - (iii) 注销任何有关负债；及
- (b) 在必要时对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“内部财务重整行动”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

- (a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；
- (b) 就任何其他适用内部财务重整法例而言：
  - (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的



任何权力；及

- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

## **13. 副本**

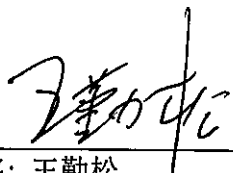
13.1. 本协议可签订任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本

协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

绿茶集团有限公司

A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事

代行且代表:

**Chia Tai Food Investment Company Limited**  
正大食品投资有限公司

签署人:

\_\_\_\_\_  
姓名: Paisan Youngsomboon  
职衔: 董事

为且代表

花旗环球金融亚洲有限公司



---

姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**




---

姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director

为且代表

招银国际融资有限公司



---

Name: SHI Qian

Title: Executive Director



为且代表

招银国际融资有限公司



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Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1) 55,000,000港元（采用招股章程所披露的港元兑美元收市汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

## 附表二

### 投资者详情

#### 投资者

|  |  |
|--|--|
| 注册成立地：                                     | 香港   |
| 注册证书编号：                                    | 1471687  |
| 商业登记号码：                                    | 52564062   |
| 法人实体识别编码：                                  | 无  |
| 营业地址：                                      | 21/F., Far East Finance Centre,<br>16 Harcourt Road, Hong Kong   |
| 主要业务：                                      | 投资控股   |
| 最终控股股东：                                    | Mr Sumet Jiaravanon  |
| 最终控股股东的注册地：                                | 不适用  |
| 最终控股股东的商业登记号码及法人实体识别编码：                    | 不适用  |
| 最终控股股东的主要业务：                               | 不适用  |
| 股东及持有之权益：                                  | Charoen Pokphand Group Company<br>Limited 100%   |
| 投资者在招股章程中的描述：                              | 正大食品投资有限公司（「正大」）是一家于香港注册成立的有限公司，主要于中国从事投资活动。正大为卜蜂集团(Charoen Pokphand Group Company Limited)（「CPG」）的全资附属公司，前者是一家于泰国注册成立的公司，从事农业及食品产品、零售及分销等多个行业。CPG为一家股权结构多元化的公司，拥有80多名股东，最大股东为一家持有其超过10%股份的公司，其最终实益拥有人为Sumet Jiaravanon先生。Sumet Jiaravanon謝中民先生乃CPG其中一位榮譽董事長 |
| 相关投资者类别（须纳入联交所 FINI 承配人名单模板或须由基石投资者披露的类别）： | 基石投资者  |

基石投资协议

二零二五年五月二日

绿茶集团有限公司

及

华置贸易有限公司

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司

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本协议（本“协议”）于二零二五年五月二日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) 华置贸易有限公司，一家在香港注册成立的公司，其注册办事处位于香港湾仔港湾道18号中环广场 3006室（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets以及招银国际任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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

“**会财局**”指香港会计及财务汇报局；

“**总投资金额**”指等于发售价乘以投资者股份数目之金额；

“**批准**”具有第6.2(g)条所给予的含义；

“**联系人 / 紧密联系人**”具有《上市规则》所给予该词的含义，复数形式的“**联系人 / 紧密联系人**”须据此解释；

“**经纪佣金**”指按费用规则（定义见《上市规则》）第7(1)段规定以1%的总投资金额计算的经纪佣金；

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

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

“**交割**”指根据本协议条款和条件认购投资者股份的交割；

“**《公司条例》**”指《公司条例》（香港法例第622章）；

“**《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）；

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

“**关连关系**”具有中国证监会备案规则所给予该词的含义并应按照该规则解释；

“**《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）；

“**控股股东**”除非文意另有所指，具有《上市规则》所给予该词的含义，而“**控股股东**”应据此解释；

“**中国证监会**”指中国证券监督管理委员会；

“**中国证监会备案规则**”指中国证监会发布的《境内企业境外发行证券和上市管理

试行办法》及其配套指引；

就任何相关股份而言，“**处置**”包括直接或间接；

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

“**FINI**”具有《上市规则》所给予该术语的含义；

“**全球发售**”具有序文(A)所给予的含义；

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

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序文(A)所给予的含义；

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

“**国际发售**”具有序文(A)所给予的含义；



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

“**投资者相关信息**”具有第6.2(i)条所给予的含义；

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

“**相关股份**”指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组（不论该等交易以现金或以其他方式结算）因投资者股

份产生的本公司的任何股份或其他证券或权益；

“《证券法》”指《1933年美国证券法》；

“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）；

“股份”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“联交所”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属于地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；

- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日期前三(3)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，

「投资者」一词在本协议中须解释为包括该全资附属公司。

- 2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

- 3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；
- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。

- 3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计十（10）个营业日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

- 3.3. 投资者确认，无法保证全球发售将会完成或将不会延迟或终止或发售价将符合在公开

文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

- 4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。
- 4.2. 投资者须于上市日期前一(1)个营业日（或本公司、整体协调人及投资者可能书面约定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向整体协调人于招股书日期前不迟于三(3)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。
- 4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。
- 4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。
- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况（“不可抗力”）阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁

运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。

- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：

- (a) 投资者将不会，并将促使其联属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“禁售期”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份的失序及虚假市场，并须遵守所有适用法律和法规和所有主管司法辖区的证券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

- 5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及
- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。

- 5.5. 投资者及其附属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的附属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其附属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## 6. 承认、声明、承诺和保证

- 6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：

- (a) 本公司、整体协调人、联席保荐人及他们各自的附属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其附属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售及香港公开发售之间进行的股份重新分配的影响；
- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比



不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；

- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：
  - (i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
  - (ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及
  - (iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管

辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席

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

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

- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；
- (cc) 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；及

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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“批准”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，

所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；

- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；或**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或**(iii)**对投资者具有约束力的任何协议或其他文书；或**(iv)**对投资者具有司法管辖权的任何有关政府部门任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)**本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)**涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及/或**(iv)**投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”））。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；
- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致**(i)**其能评估投资者股份潜在投资的优点及风险；**(ii)**其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；**(iii)**其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及**(iv)**其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易任何整体协调人或联席保荐人的客户；
- (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，及投资

者无权提名任何人士担任本公司股东或高级人员；

- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关连交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A)本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi)不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要

求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；

- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、

整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附



函），或以其他方式从事任何该等行为或活动；；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或第4.6条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本

协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2. 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3. 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4. 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档、其背景资料、其与本公司的关系）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、整体协调人及 / 或联席保荐人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： [nick.zhang@china-greentea.com.cn](mailto:nick.zhang@china-greentea.com.cn)

传真： 不适用

收件人： 张立先生

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 3006室

电邮: hbihfinance@hbglobal.com

传真: +852 2511 8229

收件人: 夏利群先生

若发送至花旗环球金融亚洲, 则发送至:

地址: 香港中环花园道三号冠君大厦50楼

电邮: project.longjing.core@citi.com

传真: +852 3009 4362

收件人: 钱叶文先生

若发送至Citigroup Global Markets, 则发送至:

地址: 英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号

电邮: project.longjing.core@citi.com

传真: +852 3009 4362

收件人: 钱叶文先生

若发送至招银国际, 则发送至:

地址: 香港中环花园道三号冠君大厦45楼

电邮: ecms@cmbi.com.hk

传真: +852 3900 0865

收件人: CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收: 若为专人递送则于交付之时; 若通过传真发送, 在收到传输确认时; 若通过电邮发送, 则于传输时 (如在发送人发送电邮的设备上所记录, 无论电邮是否被确认, 除非发送人收到未送达信息); 及若通过预付邮件发送 (在无提前接收证据的情况下), 则为邮递48小时之后 (或若通过空邮发送, 则为六日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。

- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。
- 10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。
- 10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，

但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；
- (b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；或
- (c) 《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“**默认权利**”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“**美国特别处置机制**”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

- (a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：
  - (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
  - (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
  - (iii) 注销任何有关负债；及
- (b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“**内部财务重整行动**”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

- (a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；
- (b) 就任何其他适用内部财务重整法例而言：
  - (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
  - (ii) 根据该内部财务重整法例的任何相似或类似权力。

“内部财务重整法例”指：

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

“EEA成员国”指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

“欧盟内部财务重整法例附表”指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## 11. 管辖法律和司法管辖权

11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。

11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“争议”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有三位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临

时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

- 12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

## **13. 副本**

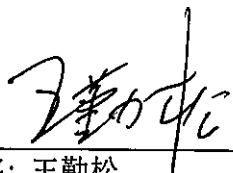
- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。



代表且代表：

绿茶集团有限公司

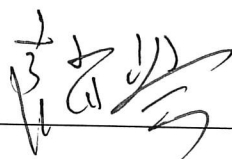
A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事

代行且代表：

华置贸易有限公司

签署人：

A handwritten signature in black ink, appearing to be '袁肖琴' (Yuan Xiaoqin), written over a horizontal line.

姓名：袁肖琴

职衔：董事

为且代表

花旗环球金融亚洲有限公司



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姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**




---

姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director

为且代表

招银国际融资有限公司



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Name: SHI Qian

Title: Executive Director

为且代表

招银国际融资有限公司



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Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1) 45,000,000人民币的港元（采用招股章程所披露的港元兑人民币收市汇率计算）（不包括投资者将支付的与投资者股份有关的经纪佣金及征费）除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。



## 附表二

### 投资者详情

#### 投资者

|  |   |
|--|---|
| 注册成立地：   | 香港  |
| 注册证书编号：  | 902910  |
| 商业登记号码：  | 34767913-000-05-24-8  |
| 法人实体识别编码：                                      | N.A.  |
| 营业地址：  | 香港湾仔港湾道18号中环广场<br>3006室   |
| 主要业务：  | 贸易及投资控股   |
| 最终控股股东：  | 华宝香精股份有限公司  |
| 最终控股股东的注册地：                                    | 中华人民共和国   |
| 最终控股股东的商业登记号码及法人实体识别编码：                        | 91310000607355000X  |
| 最终控股股东的主要业务：                                   | 香精、天然食品添加剂的开发、<br>生产、销售、批发、进出口、佣<br>金代理，及提供技术咨询、技术<br>服务等相关配套服务   |
| 股东及持有之权益：                                      | 华宝香精股份有限公司持有投资<br>者100%股权   |
| 投资者在招股章程中的描述：                                  | 华置贸易有限公司（「华置」）<br>是一家于香港注册成立的有限公<br>司，主要从事投资活动及贸易业<br>务。华置为华宝香精股份有限公<br>司（「华宝」，一家中国有限责<br>任公司，于2018年成为深圳证券<br>交易所上市公司（股票代码：<br>300741））的全资附属公司。华<br>宝于1996年创立，主要专注于提<br>供绿色、含营养、健康的香精香<br>料及食材解决方案。 |
| 相关投资者类别（须纳入联交所 FINI 承配人名单模板<br>或须由基石投资者披露的类别）： | 基石投资者   |

基石投资协议

二零二五年五月一日

绿茶集团有限公司

及

无锡合翔食品有限公司

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司

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本协议（本“协议”）于二零二五年五月一日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) 无锡合翔食品有限公司，一家在中国无锡市注册成立的公司，其注册办事处位于中国无锡市梁溪区扬名街道金扬怡庭B 块商铺21号（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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

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

“会财局”指香港会计及财务汇报局;

“总投资金额”指等于发售价乘以投资者股份数目之金额;

“批准”具有第6.2(g)条所给予的含义;

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义,复数形式的“联系人 / 紧密联系人”须据此解释;

“经纪佣金”指按费用规则(定义见《上市规则》)第7(1)段规定以1%的总投资金额计算的经纪佣金;

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统;

“交割”指根据本协议条款和条件认购投资者股份的交割;

“《公司条例》”指《公司条例》(香港法例第622章);

“《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);

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义,复数形式的“关连人士 / 核心关连人士”须据此解释;

“关连关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释;

“《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);

“控股股东”除非文意另有所指,具有《上市规则》所给予该词的含义,而“控股股东”应据此解释;

“中国证监会”指中国证券监督管理委员会;

“中国证监会备案规则”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引;

就任何相关股份而言,“处置”包括直接或间接:

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券,或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益(包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利,或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵

押、出售、按揭、借贷、设立、转让、出让或另行处置，不论是直接还是间接，有条件还是无条件，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何互换或其他安排，将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

“**FINI**”具有《上市规则》所给予该术语的含义；

“**全球发售**”具有序文(A)所给予的含义；

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

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序文(A)所给予的含义；

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

“**国际发售**”具有序文(A)所给予的含义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的含义；

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整



体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日前五(5)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。

3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3. 投资者确认，无法保证全球发售将会完成或将不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### 4. 交割

4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

4.2. 投资者须于上市日香港时间上午8点前（或本公司、整体协调人及投资者可能书面协定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同

意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。

- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其联属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份的失序及虚假市场，并须遵守所有适用法律和法规 and 所有主管司法辖区的证

券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及
- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载

的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促使其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售

及香港公开发售之间进行的股份重新分配的影响；

- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：  
(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；  
(ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及  
(iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或

交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；
- (cc) 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；及

## 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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；**(iii)**对投资者具有约束力的任何协议或其他文书；**(iv)**对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)** 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)** 涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及/或**(iv)** 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”））。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适

用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或是专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的任何整体协调人或联席保荐人的客户；
- (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，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关连交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A)本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1

（《股本证券的配售指引》）所给予该词的含义；

- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、

完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任

何该等行为或活动；；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或4.7条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

- 8.2. 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3. 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4. 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档、其背景资料、其与本公司的关系）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、整体协调人及 / 或联席保荐人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： [nick.zhang@china-greentea.com.cn](mailto:nick.zhang@china-greentea.com.cn)

传真： 不适用

收件人： 张立先生

若发送至投资者，则发送至：

地址： 中国山东省烟台市经济技术开发区潮水解西村（烟台同翔食品）

电邮： [403589350@qq.com](mailto:403589350@qq.com)

传真： 不适用

收件人： 王浩琳女士

若发送至花旗环球金融亚洲，则发送至：

地址： 香港中环花园道三号冠君大厦50楼

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址： 英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼

电邮： ecms@cmbi.com.hk

传真： +852 3900 0865

收件人： CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## 10. 一般条款

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来

履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
  - (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
  - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。



- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。
- 10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；
- (b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；  
或

(c) 《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“默认权利”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“美国特别处置机制”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

(a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：

- (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
- (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
- (iii) 注销任何有关负债；及

(b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“内部财务重整行动”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

(a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；

(b) 就任何其他适用内部财务重整法例而言：

- (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

- 11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有一位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

- 12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

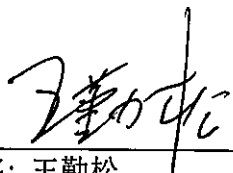
## **13. 副本**

- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

绿茶集团有限公司

A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事

代行且代表：

无锡合翔食品有限公司 签署

姓名：  
职衔：

董事长



为且代表

花旗环球金融亚洲有限公司



---

姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**

A handwritten signature in blue ink, appearing to read '柳欣宇' (Liu Xinyu).

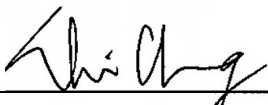
---

姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director



为且代表

招银国际融资有限公司



---

Name: SHI Qian

Title: Executive Director

为且代表

招银国际融资有限公司



---

Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)38,789,500港元 / 相当于5,000,000美元的港元（采用招股章程所披露的港元兑美元收市汇率计算），扣除投资者将就投资者股份而支付的经纪佣金及征费后，除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

附表二

投资者详情

投资者

|                         |  |
|-------------------------|--|
| 注册成立地：                  | 中国无锡市  |
| 注册证书编号：                 | 91320213MAE30B0M5B（统一社会信用代码）   |
| 商业登记号码：                 | 91320213MAE30B0M5B（统一社会信用代码）   |
| 法人实体识别编码：               | 91320213MAE30B0M5B（统一社会信用代码）   |
| 营业地址：                   | 中国山东省烟台市经济技术开发区潮水解西村（烟台同翔食品）   |
| 主要业务：                   | 食品销售   |
| 最终控股股东：                 | 孙德东  |
| 最终控股股东的注册地：             | 不适用  |
| 最终控股股东的商业登记号码及法人实体识别编码： | 不适用  |
| 最终控股股东的主要业务：            | 不适用  |
| 股东及持有之权益：               | 烟台同翔食品有限公司（100%）   |
| 投资者在招股章程中的描述：           | 无锡合翔食品有限公司（「无锡合翔」）为一家于中国注册成立的有限责任公司，主要从事食品销售、水产品批发、货物进出口及一般仓储服务。无锡合翔为烟台同翔食品有限公司（「烟台同翔」，一家于2011年根据中国法律成立的中国有限责任公司）的全资附属公司。烟台同翔主要从事中国冷冻鸡肉制品加工、冷冻牛肉制品加工及加工食品深加工。烟台同翔的董事兼法人代表孙德东先生为烟台同翔的最终实益拥有人。烟台同翔为我们的供货商之一，截至2022年、2023年及2024年12月31日，来自烟台同翔的总采购额分别占我们总采 |

购额的0.09%、2.56%及  
3.04%。

相关投资者类别（须纳入联交所 FINI 承配人名单模板  
或须由基石投资者披露的类别）：

基石投资者

基石投资协议

二零二五年五月一日

绿茶集团有限公司

及

无锡绿联食品有限公司

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司

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本协议（本“协议”）于二零二五年五月一日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) 无锡绿联食品有限公司，一家在中国无锡市注册成立的公司，其注册办事处位于中国无锡市梁溪区太湖西大道258号金星睦邻中心6楼众创空间603-36室（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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



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

“会财局”指香港会计及财务汇报局;

“总投资金额”指等于发售价乘以投资者股份数目之金额;

“批准”具有第6.2(g)条所给予的含义;

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义,复数形式的“联系人 / 紧密联系人”须据此解释;

“经纪佣金”指按费用规则(定义见《上市规则》)第7(1)段规定以1%的总投资金额计算的经纪佣金;

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统;

“交割”指根据本协议条款和条件认购投资者股份的交割;

“《公司条例》”指《公司条例》(香港法例第622章);

“《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);

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义,复数形式的“关连人士 / 核心关连人士”须据此解释;

“关连关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释;

“《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);

“控股股东”除非文意另有所指,具有《上市规则》所给予该词的含义,而“控股股东”应据此解释;

“中国证监会”指中国证券监督管理委员会;

“中国证监会备案规则”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引;

就任何相关股份而言,“处置”包括直接或间接:

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券,或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益(包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利,或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵

押、出售、按揭、借贷、设立、转让、出让或另行处置，不论是直接还是间接，有条件还是无条件，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何互换或其他安排，将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

“**FINI**”具有《上市规则》所给予该术语的含义；

“**全球发售**”具有序文(A)所给予的含义；

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

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序文(A)所给予的含义；

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

“**国际发售**”具有序文(A)所给予的含义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的含义；

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整

体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日前五(5)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

(a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及

(b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

(a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；

(b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；

(c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。

3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3. 投资者确认，无法保证全球发售将会完成或将会不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### **4. 交割**

4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

4.2. 投资者须于上市日期香港时间上午8点前（或本公司、整体协调人及投资者可能书面协定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。相关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同

意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。

- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其联属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份的失序及虚假市场，并须遵守所有适用法律和法规 and 所有主管司法辖区的证

券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及
- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载



的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售

及香港公开发售之间进行的股份重新分配的影响；

- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：  
(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；  
(ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及  
(iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或

交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；
- (cc) 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；及

## 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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；**(iii)**对投资者具有约束力的任何协议或其他文书；**(iv)**对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)** 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)** 涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及**(iv)** 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”））。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适

用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或其为专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的整体协调人或联席保荐人的客户；
- (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，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关联交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A)本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1

（《股本证券的配售指引》）所给予该词的含义：

- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、

完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任



何该等行为或活动；；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或4.7条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

(c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。

- 8.2. 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3. 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4. 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档、其背景资料、其与本公司的关系）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、整体协调人及 / 或联席保荐人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号

电邮： nick.zhang@china-greentea.com.cn

传真： 不适用

收件人： 张立先生

若发送至投资者，则发送至：

地址： 中国山东省滨州市滨城区高新区新八路388号，山东绿联食品有限公司

电邮： 931779414@qq.com

传真： 不适用

收件人： 朱宫宝先生

若发送至花旗环球金融亚洲，则发送至：

地址： 香港中环花园道三号冠君大厦50楼

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址： 英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号

电邮： project.longjing.core@citi.com

传真： +852 3009 4362

收件人： 钱叶文先生

若发送至招银国际，则发送至：

地址： 香港中环花园道三号冠君大厦45楼

电邮： ecms@cmbi.com.hk

传真： +852 3900 0865

收件人： CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## **10. 一般条款**

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来

履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
  - (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
  - (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。

- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
  - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。
- 10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。
- 10.17. 各方均向其他方承诺，其将签订及执行并促使签订及执行实施本协议条文可能所需的进一步文件及行为。
- 10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；
- (b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；  
或

(c)《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“默认权利”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“美国特别处置机制”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

(a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：

- (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
- (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
- (iii) 注销任何有关负债；及

(b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“内部财务重整行动”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

(a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；

(b) 就任何其他适用内部财务重整法例而言：

- (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

- 11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有一位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

- 12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

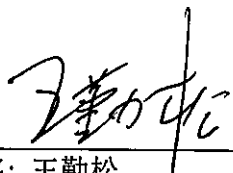
## **13. 副本**

- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

绿茶集团有限公司

A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事



代行且代表：

无锡绿联食品有限公司签署人：

郑洪美

姓名：郑洪美  
职衔：董事长



为且代表

花旗环球金融亚洲有限公司



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姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**




---

姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director

为且代表

招银国际融资有限公司



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Name: SHI Qian

Title: Executive Director

为且代表

招银国际融资有限公司



---

Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)38,789,500港元 / 相当于5,000,000美元的港元（采用招股章程所披露的港元兑美元收市汇率计算），扣除投资者将就投资者股份而支付的经纪佣金及征费后，除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

**附表二**  
**投资者详情**

**投资者**

|                         |   |
|-------------------------|---|
| 注册成立地：                  | 中国无锡市   |
| 注册证书编号：                 | 91320213MAE2YDU81Y（统一社会信用代码）  |
| 商业登记号码：                 | 91320213MAE2YDU81Y（统一社会信用代码）  |
| 法人实体识别编码：               | 91320213MAE2YDU81Y（统一社会信用代码）  |
| 营业地址：                   | 中国山东省滨州市滨城区高新区新八路388号，  |
| 主要业务：                   | 食品销售  |
| 最终控股股东：                 | 郑洪美   |
| 最终控股股东的注册地：             | 不适用   |
| 最终控股股东的商业登记号码及法人实体识别编码： | 不适用   |
| 最终控股股东的主要业务：            | 不适用   |
| 股东及持有之权益：               | 山东绿联食品有限公司（100%）  |
| 投资者在招股章程中的描述：           | 无锡绿联食品有限公司（「无锡绿联」）为一家于中国注册成立的有限责任公司，主要从事食品销售及农产品批发。无锡绿联为山东绿联食品有限公司（「山东绿联」），一家于2023年根据中国法律成立的中国有限责任公司，主要从事食品销售及分销以及送货及运输服务）的全资附属公司。无锡绿联的董事兼总经理郑洪美女士为山东绿联的最终实益拥有人。山东绿联为我们的供货商之一，截至2022年、2023年及2024年12月31日，来自山东绿联的总采购额分别占我们总采购额的零、0.19%及3.12%。 |



相关投资者类别（须纳入联交所 FINI 承配人名单模板  
或须由基石投资者披露的类别）：

基石投资者

基石投资协议

二零二五年五月一日

绿茶集团有限公司

及

无锡琴雨食品有限公司

及

花旗环球金融亚洲有限公司

**CITIGROUP GLOBAL MARKETS LIMITED**

及

招银国际融资有限公司

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本协议（本“协议”）于二零二五年五月一日订立

订约方：

- (1) 绿茶集团有限公司,一家在开曼群岛注册成立的公司，其注册办公室位于71 Fort Street, PO Box 500, George Town, Grand Cayman, KY1-1106, Cayman Islands（“本公司”）；
- (2) 无锡琴雨食品有限公司，一家在中国无锡市注册成立的公司，其注册办事处位于中国无锡市梁溪区扬名街道南湖大道588号730-F12（“投资者”）；
- (3) 花旗环球金融亚洲有限公司，位于香港中环花园道三号冠君大厦50楼（“花旗环球金融亚洲”）；
- (4) Citigroup Global Markets Limited，位于33 Canada Square, Canary Wharf, London E14 5LB, United Kingdom（“Citigroup Global Markets”）；及
- (5) 招银国际融资有限公司，位于香港中环花园道三号冠君大厦45楼（“招银国际”，连同花旗环球金融亚洲合称“联席保荐人”及各自为“联席保荐人”）。

鉴于：

- (A) 本公司申请其股本以全球发售（“全球发售”）方式于联交所（定义见下文）上市（“上市”），有关发售包括：
  - (i) 本公司作出的公开发售，以供香港公众认购16,836,400股股份（定义见下文）（“香港公开发售”）；及
  - (ii) 依据《证券法》（定义见下文）S规例于美国境外向投资者（包括向香港的专业及机构投资者）有条件配售公司提呈的151,527,600股股份（“国际发售”）。
- (B) 花旗环球金融亚洲及招银国际担任上市的联席保荐人。
- (C) 花旗环球金融亚洲及招银国际担任全球发售的整体协调人及联席全球协调人。
- (D) 花旗环球金融亚洲、Citigroup Global Markets及招银国际担任全球发售的联席账簿管理人及联席牵头经办人。
- (E) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份（定义见下文）。

兹协议如下：

## 1. 定义及释义

- 1.1 在本协议（包括其附表及序文）中，除文意另有所指外，下述各个词语和表达具有下述含义：

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

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

“会财局”指香港会计及财务汇报局;

“总投资金额”指等于发售价乘以投资者股份数目之金额;

“批准”具有第6.2(g)条所给予的含义;

“联系人 / 紧密联系人”具有《上市规则》所给予该词的含义,复数形式的“联系人 / 紧密联系人”须据此解释;

“经纪佣金”指按费用规则(定义见《上市规则》)第7(1)段规定以1%的总投资金额计算的经纪佣金;

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

“中央结算系统”指香港中央结算有限公司建立和运作的香港中央结算及交收系统;

“交割”指根据本协议条款和条件认购投资者股份的交割;

“《公司条例》”指《公司条例》(香港法例第622章);

“《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);

“关连人士 / 核心关连人士”具有《上市规则》所给予该词的含义,复数形式的“关连人士 / 核心关连人士”须据此解释;

“关连关系”具有中国证监会备案规则所给予该词的含义并应按照该规则解释;

“《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);

“控股股东”除非文意另有所指,具有《上市规则》所给予该词的含义,而“控股股东”应据此解释;

“中国证监会”指中国证券监督管理委员会;

“中国证监会备案规则”指中国证监会发布的《境内企业境外发行证券和上市管理试行办法》及其配套指引;

就任何相关股份而言,“处置”包括直接或间接:

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券,或附有权利获取该等相关股份或于相关股份的权益的任何其他证券中的任何法定或实益权益(包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置的购股权或合约或任何用以购买、认购、借贷或另行转让或处置的认股权证或权利,或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵

押、出售、按揭、借贷、设立、转让、出让或另行处置，不论是直接还是间接，有条件还是无条件，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或

- (ii) 订立任何互换或其他安排，将相关股份的任何实益拥有权或其中任何权益或相关股份或该等其他证券或当中的任何权益的任何经济后果或所有权附带权转让予他人；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、以现金或以其他方式结算；及「**处置**」须相应解释；

“**FINI**”具有《上市规则》所给予该术语的含义；

“**全球发售**”具有序文(A)所给予的含义；

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

“**本集团**”指本公司及其附属公司；

“**港元**”指香港的法定货币；

“**香港**”指中国香港特别行政区；

“**香港公开发售**”具有序文(A)所给予的含义；

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

“**国际发售**”具有序文(A)所给予的含义；

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

“**投资者相关信息**”具有第6.2(i)条所给予的含义；

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

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

“**征费**”在各种情况下指总投资金额0.0027%的证监会交易征费（或上市日期当时的交易征费）、0.00565%的联交所交易费（或上市日期当时的交易费）及0.00015%的会财局交易征费（或上市日期当时的交易征费）；

“**上市日期**”指股份首次于联交所主板上市的日期；

“**《上市指引》**”指联交所发布的《新上市申请人指引》，经不时修订、补充或另行修改；

“**《上市规则》**”指《香港联合交易所有限公司证券上市规则》及联交所的上市决定、指引和其他要求，各经不时修订、补充或另行修改；

“**禁售期**”具有第5.1(a)条所给予的含义；

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

“**超额配售权**”具有国际发售通函所给予的含义；

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

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

“**初步发售通函**”指预期由本公司就国际发售向有意投资者（包括投资者）发出的初步发售通函（经不时修订或补充）；

“**专业投资者**”具有《证券及期货条例》附表1第1部所给予的含义；

“**招股章程**”指本公司就香港公开发售拟在香港发出的最终招股章程；

“**公开文件**”指本公司就国际发售发出的初步发售通函、任何定价补充文件和国际发售通函，就香港公开发售拟在香港发出的招股章程，及本公司就全球发售可能发出的其他文件和公告（均经不时修订或补充）；

“**监管机构**”具有第6.2(i)条所给予的含义；

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

“**《证券法》**”指《1933年美国证券法》；

“**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）；

“**股份**”指本公司股本中每股面值0.00002美元的普通股，将以港元买卖并拟于联交所上市；

“**联交所**”指香港联合交易所有限公司；

“附属公司”具有《公司条例》所给予的含义；

“美国”指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

“美元”指美国的法定货币；及

“美国人士”具有《证券法》S规例所给予的含义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述“条款”、“分条”或“附表”之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 序文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括序文及附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规、法定条文、条例或规则之处均包括提述：
  - (i) 根据任何法规、法定条文、条例或规则不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
  - (ii) 其重新制定的任何已废除法规、法定条文、条例或规则（不论是否修改）；及
  - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述“人士”之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙（不论是否具有独立法人资格）；
- (i) 凡提述“包括”之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

## 2. 投资

2.1. 在满足下文第3条所述条件（或由各方宽免，惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）后及在本协议其他条款和条件的规限下：

- (a) 根据国际发售和作为国际发售的一部分，投资者将通过整体协调人及 / 或其联属人士，以其作为国际发售相关部分的国际承销商的国际代表之身份，按发售价认购投资者股份，本公司将按发售价向投资者发行、配发和配售，整



体协调人将按发售价向投资者分配及 / 或交付（视情况而定）或促使分配及 / 或交付（视情况而定）投资者股份；及

(b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2. 投资者可藉在不迟于上市日前五(5)个营业日向本公司、整体协调人和联席保荐人送达书面通知，选择通过投资者的一家全资附属公司认购投资者股份，而该全资附属公司为专业投资者及(i)并非美国人士，且不是为了美国人士或其利益而收购投资者股份；(ii)位于美国境外；及(iii)根据《证券法》S规例在离岸交易中收购投资者股份，但前提是：

- (a) 投资者须促使该全资附属公司于该日向本公司、整体协调人和联席保荐人提供书面确认，表示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、承认和确认约束，以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出；及
- (b) 投资者(i)无条件及不可撤销地向本公司、整体协调人和联席保荐人保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺；及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效地弥偿并使各获弥偿方获得弥偿。

2.3. 投资者在第2.2条下的义务构成直接、主要和无条件的义务，必须应要求向本公司、整体协调人或联席保荐人支付该全资附属公司在本协议下有责任支付的任何款项，及应要求立即履行该全资附属公司在本协议下的任何义务，而无须本公司、整体协调人或联席保荐人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指，「投资者」一词在本协议中须解释为包括该全资附属公司。

2.4. 本公司和整体协调人（为其本身及代表全球发售承销商）将按他们同意的方式厘定发售价。投资者股份的确切数目将由本公司和整体协调人（为其本身及代表全球发售承销商）根据附表一最终厘定，而且除有明显错误外，有关厘定将为最终定论且对投资者有约束力。

### 3. 交割条件

3.1. 投资者在本协议下根据第2.1条认购投资者股份的义务，及本公司和整体协调人根据第2.1条发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务仅以于交割之时或之前满足或各方宽免各项下述条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人和联席保荐人予以宽免）为条件：

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件（根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改），以及任何前述包销协议未被终止；
- (b) 本公司和整体协调人（代表其本身及全球发售承销商）就全球发售已议定发售价；
- (c) 联交所上市委员会已批准股份上市及允许买卖股份（包括投资者股份以及其他适用豁免和批准），有关批准、允许或豁免在股份开始于联交所主板买卖前未被撤销；

- (d) 任何有关政府部门未制定或公布任何禁止开始全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止开始有关交易的有效命令或强制令；及
- (e) 投资者在本协议下的各项声明、保证、承认、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未违反本协议。

3.2. 倘各方于本协议日期后180天（或本公司、投资者、整体协调人及联席保荐人可能书面约定的其他日期）当日或之前未能履行或宽免第3.1条所载的任何条件（惟第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条件不得予以宽免，且第3.1(e)条所载条件只能由本公司、整体协调人及联席保荐人予以宽免），投资者购买及本公司和整体协调人发行、配发、配售、分配及 / 或交付（视情况而定）或安排发行、配发、配售、分配及 / 或交付（视情况而定）投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方在商业上切实可行的情况下尽快且在任何情况下不迟于本协议终止日期起计三十(30)日退还（不计付利息）予投资者，而本协议将停止及终止，本公司、整体协调人及 / 或联席保荐人承担的一切义务及责任将结束及终止；惟本协议依据本第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他各方的应有权利或责任。为免生疑问，本第3.2条不得被解释为授予投资者权利以纠正于截至本第3.2条前述日期之期间任何违反投资者在本协议项下作出的声明、保证、承诺、承认和确认的行为。

3.3. 投资者确认，无法保证全球发售将会完成或将会不会延迟或终止或发售价将符合在公开文件所载的指示性范围内，若全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围，则本公司、整体协调人或联席保荐人对投资者概不承担任何责任。投资者特此放弃由于全球发售延迟或终止、并无于所拟定日期及时间进行或因任何原因未完成，或倘发售价不符合公开文件所载指示性范围而向本公司、整体协调人及 / 或联席保荐人或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利（如有）。

#### **4. 交割**

4.1. 受第3条及本第4条规限，投资者将根据及作为全球发售一部分以及通过整体协调人（及 / 或他们各自的联属人士）以他们作为国际发售相关部分的国际承销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，按本公司及整体协调人决定的时间及方式予以认购。

4.2. 投资者须于上市日期香港时间上午8点前（或本公司、整体协调人及投资者可能书面协定的其他更早时间）或之前，无论投资者股份的交付时间为何，以立即可用的结算资金以港元通过电汇向整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销。关通知内容须包括（除其他事项外）付款账户的详情及投资者根据本协议应付的总金额。

4.3. 根据第4.2条就投资者股份作出如期付款后，向投资者交付投资者股份（视情况而定）应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者账户持有人账户或中央结算系统股份账户。

4.4. 投资者股份的交付及付款亦可采用本公司、整体协调人、联席保荐人和投资者书面同

意的任何其他方式进行，但投资者股份的交付不得晚于超额配售权行使最后一天后的三(3)个营业日。

- 4.5. 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款（不论全部或部分），本公司、整体协调人及联席保荐人各自绝对酌情保留终止本协议的权利，在此情况下本公司、整体协调人及联席保荐人的所有义务及责任须停止和终止（但不得损害本公司、整体协调人及联席保荐人因投资者未能遵守其于本协议下的义务而针对其提出的任何索赔要求的权利）。在任何情况下，投资者按除税后基准就每名获弥偿各方可能因投资者未能根据第6.5条悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，并就此向他们作出弥偿，保证他们免受损害，并继续向他们作出全额弥偿。
- 4.6. 倘若因超出本公司、整体协调人或联席保荐人（视情况而定）控制之外的情况阻止或延误本公司、整体协调人及联席保荐人履行其在本协议下的义务，则本公司、整体协调人及联席保荐人均无须就任何未能或延迟履行其在本协议下的义务承担法律责任（不论共同或共同及各别），该等情况包括但不限于天灾、水灾、疾病、流行性疾病、疫情的爆发或升级、宣布国家、国际、区域紧急状态、灾难、危机、经济制裁、爆炸、地震、火山爆发、严重交通中断、政府运作瘫痪、公共秩序混乱、政治不稳定或敌对行动威胁和升级、战争（不论是否已宣战）、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他行业行动、电力或其他供应出现一般故障、空难、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、其他工业行动、劳资纠纷，以及任何现有或未来法律、条例、法规、政府活动或类似的任何现有或未来行动发生改变。
- 4.7. 倘本公司未能符合《上市规则》第8.08(3)条（于上市日期上市时，本公司三名最大公众股东可实益拥有公众手中不超过50%的股份）的规定，则本公司、整体协调人及联席保荐人有权按其各自的绝对酌情权调整投资者认购的投资者股份数目的分配，以符合《上市规则》第8.08(3)条的规定。

## 5. 对投资者的限制

- 5.1. 在第5.2条的规限下，投资者，为其本身及代表其全资附属公司（倘若投资者股份由该全资附属公司所持有）与本公司、整体协调人及联席保荐人各自议定、契诺并向其承诺，未经本公司、整体协调人及联席保荐人各自的事先书面同意：
- (a) 投资者将不会，并将促使其联属公司不会（不论直接或间接）自上市日期（包括该日）起至上市日期后六（6）个月当日（包括该日）止期间（“**禁售期**”）的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括可转换为或可交换或可行使或代表收取任何前述证券的权利的任何证券；(ii)同意或订立合约或宣布有意与第三方订立上述(i)项所述交易；(iii)允许自己在最终实益拥有人层面发生控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iv)直接或间接订立与任何前述交易具有相同经济效益的任何交易；及
- (b) 于禁售期届满后任何时间，倘投资者或投资者的任何全资附属公司订立任何交易以出售任何相关股份，或同意或订约或宣布有意于建议出售前订立任何该等交易，投资者（为其本身或代表其附属公司）将以书面形式知会本公司、整体协调人及联席保荐人，并采取一切合理步骤确保该等出售不会造成股份的失序及虚假市场，并须遵守所有适用法律和法规 and 所有主管司法辖区的证

券交易所规则，包括但不限于《上市规则》、公司（清盘及杂项条文）条例、公司条例及证券及期货条例。

5.2. 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 向本公司、整体协调人及联席保荐人发出不少于五(5)个营业日的事先书面有关该等转让通知，当中载有该等全资附属公司的身份及有关证明，并令本公司、整体协调人及联席保荐人信纳，以证明潜在承让人为本公司、整体协调人及联席保荐人可能要求的投资者全资附属公司
- (b) 在进行该转让之前，该全资附属公司给予书面承诺（寄至本公司、整体协调人及联席保荐人及按令他们满意的条款以他们为受益人）同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (c) 该全资附属公司须被视为已给予第6条规定的相同承认、确认、承诺、声明和保证；
- (d) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (e) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须（及投资者须促致该附属公司）立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺（以令他们满意的条款寄达本公司、整体协调人及联席保荐人及以他们为受益人），表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、确认、承诺、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别承担本协议项下所有责任及义务；及
- (f) 该全资附属公司(i)不是美国人士，且不是为了美国人士或其利益而收购相关股份；(ii)目前位于美国境外，及(iii)根据《证券法》S规例在离岸交易中收购相关股份。

5.3. 投资者同意及承诺，除非取得本公司、整体协调人及联席保荐人的事先书面同意，否则：

- (a) 在任何时候，其不得收购任何股份（包括相关股份），致使投资者及其紧密联系人直接及间接于本公司全部已发行股本总额（包括相关股份）中的总持股（直接及间接）达到10%（或于《上市规则》中不时就“主要股东”的界定规定的其他百分比）；
- (b) 且其将不会于上市日期后的12个月内成为《上市规则》定义下的本公司的核心关连人士；及
- (c) 投资者及其紧密联系人于本公司全部已发行股本总额中的总持股（直接及间接）不得导致公众持有的本公司已发行股本总额（按《上市规则》拟定并由联交所诠释，包括但不限于《上市规则》第8.08条）低于《上市规则》所载

的规定百分比或联交所可能批准及不时适用于本公司的其他百分比。

倘投资者发现出现上述任何情况，其同意将在切实可行范围内尽快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，投资者乃按自营投资基准于本公司股本中持有股权，及应本公司、整体协调人和 / 或联席保荐人合理请求向本公司、整体协调人和联席保荐人提供合理证据，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及须促致其控股股东、联属人士、联系人及其各自的实益拥有人概无于累计投标过程中申请或预购全球发售的股份（投资者股份除外）或申请香港公开发售的股份。
- 5.5. 投资者及其联属人士、联系人、董事、高级人员、雇员或代理均不得接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何安排或协议（包括任何附函），或以其他方式从事任何该等行为或活动。投资者进一步确认并承诺，其本身或其联属人士、联系人、董事、高级人员、雇员或代理均没有订立或将订立此类安排或协议。

## **6. 承认、声明、承诺和保证**

### **6.1. 投资者向本公司、整体协调人和联席保荐人承认、同意和确认：**

- (a) 本公司、整体协调人、联席保荐人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未继续进行或未完成，或者发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供展示；
- (c) 根据《上市规则》须向联交所或于FINI上提交有关投资者的资料将在必要时与本公司、联交所、证监会及其他监管机构共享，并将纳入在FINI上向整体协调人披露的综合承配人名单；
- (d) 发售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (e) 投资者股份将由投资者通过整体协调人及 / 或其联属人士以他们作为国际发售的国际承销商的国际代表之身份认购；
- (f) 投资者将根据及依据本公司组织章程大纲及章程细则或其他组织或章程文件及本协议的条款和条件接受投资者股份；
- (g) 投资者股份数目可能会受根据《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比而于国际发售

及香港公开发售之间进行的股份重新分配的影响；

- (h) 本公司、整体协调人及联席保荐人拥有绝对酌情权调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以遵守《上市规则》第8.08(3)条，该条款规定于上市日期由公众人士持有的股份中，由本公司持股量最高的三名公众股东实益拥有的百分比不应超过50%，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，本公司、整体协调人及/或联席保荐人就类似投资已与一名或多名其他投资者订立或可能及 / 或拟与该等投资者订立协议；
- (j) 本公司、整体协调人及联席保荐人或彼等各自的任何附属公司、代理、董事、雇员或联属人士或参与全球发售的任何其他人士概不就任何税务、法律、货币或其他经济或收购投资者股份或与投资者股份进行任何交易有关的其他后果承担任何责任；
- (k) 投资者股份尚未亦将不会根据《证券法》或美国任何州或其他司法管辖区证券法律登记，且不得在美国或向或为任何美国人士或使任何美国人士受益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效的登记声明或豁免遵守《证券法》登记规定或于不受该等规定规限的交易中，或在任何其他司法管辖区，或为任何其他司法管辖区的任何人士的账户或利益进行，而有关司法管辖区适用法律允许者除外；
- (l) 其明白及同意，仅可依据S规例在美国境外于“离岸”交易（定义见《证券法》S规例）中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (m) 其明白，本公司、整体协调人、联席保荐人或国际发售的任何国际承销商均无就《证券法》下第144条或用于后续再销售、重售、质押或转让投资者股份的任何其他适用豁免的可用性作出任何声明；
- (n) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；
- (o) 其已收取（及可能在日后收取）可能构成有关投资者投资（及持有）投资者股份的重大非公开信息及 / 或内幕信息（定义见《证券及期货条例》），及其：  
(i) 在有关信息因投资者或其任何联属人士、附属公司、董事、高级人员、雇员、顾问及代表（“获授权接收人”）过错以外的原因而成为公开信息之前，除严格以按需知情基准向获授权接收人披露仅作评估投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；  
(ii) 尽力确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及  
(iii) 将确保其获授权接收人（按照本第6.1(o)条向其披露有关信息的人士）不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法（包括任何内幕交易条文）的，直接或间接购买、出售或买卖或

交易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的行为；

- (p) 以保密基准提供予投资者及 / 或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完备，及投资者在决定是否投资投资者股份时不得依赖有关信息。为免生疑问：
- (i) 招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及 / 或其代表的任何其他材料（不论口头或书面）所载任何内容不得构成不论何种合约或承诺的依据；
  - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供予投资者及 / 或其代表的任何其他材料（不论书面或口头）作出或接受认购、收购或购买任何H股股份或其他证券的要约或邀请；及
  - (iii) 初步发售通函草案或招股章程草案或可能向投资者提供（不论书面或口头）或供应的任何其他材料可能在订立本协议后进一步予以修订，及投资者在决定是否投资投资者股份时不得加以依赖，及投资者在此同意相关修订（如有）及放弃与修订有关的权利（如有）；
- (q) 本协议整体或单独不构成，在美国或于其中作出出售证券要约属非法的任何其他司法管辖区，出售证券要约；
- (r) 投资者、其任何联属人士或代表其行事的任何人士均未参与或将参与 (i) 任何定向销售活动（在《证券法》S规例的范围内），或(ii) 任何与股份相关的一般招揽或一般广告（在《证券法》D 规例 502(c) 条的范围内）；
- (s) 其已获其认为对评估收购投资者股份的优点及风险属必要或可取的所有信息，及被给予询问本公司、整体协调人或联席保荐人有关本公司、投资者股份或其认为对评估收购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；
- (t) 在作出投资决定时，投资者仅以或将依赖本公司发布的国际发售通函所提供的信息，及尚未或将不会依赖本公司、整体协调人及 / 或联席保荐人（包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或代上述人士于本协议日期或之前提供给投资者的任何其他信息，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺，及本公司、整体协调人、联席保荐人及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖该等信息或材料，或以其他方式因国际发售通函中未载列的任何信息而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任；

- (u) 整体协调人、联席保荐人、全球发售的其他承销商及其各自董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议；及除非最终国际发售通函作出规定，否则本公司及其董事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的优点、认购、购买或发售投资者股份，或本公司或其附属公司的业务、经营、前景或状况（财务或其他）或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议；
- (v) 投资者将遵守本协议下不时适用于其的所有限制（如有）、《上市规则》、有关其（直接或间接）出售其为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就本公司、本集团及投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资投资者股份相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议（包括税务、监管、财务、会计、法律、货币及其他），及其并未依赖及将无权依赖本公司或任何整体协调人、联席保荐人或其他承销商所获取或开展或代上述人士获取或开展（视情况而定）的有关全球发售的任何建议（包括税务、监管、财务、会计、法律、货币及其他）、尽职审核或调查或其他建议或慰问，及本公司、整体协调人、联席保荐人或其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表或参与全球发售的任何其他各方均不对认购或收购投资者持有的投资者股份或有关交易投资者股份的任何税务、法律、监管、货币、财务、会计或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及本公司、整体协调人及联席保荐人、其各自附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表并未就将存在投资者股份的公开市场作出担保；
- (y) 若全球发售因故延迟或终止或未完成，则本公司、整体协调人及联席保荐人或其各自任何附属公司、联系人、联属人士、董事、高级人员、雇员、顾问、代理、合伙人或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 本公司及整体协调人对变更或调整(i)全球发售项下待发行的股份股数；(ii)香港公开发售及国际发售项下分别待发行的股份股数及(iii) 联交所可能批准并符合适用法律的情况下调整或重新分配发行股份股数、发售价范围及最终发售价拥有绝对酌情权；
- (aa) 投资者已同意根据本协议第4.2条或第4.4条约定的其他日期，支付总投资金额及有关经纪佣金和征费；
- (bb) 任何股份交易均须遵守适用法律，包括但不限于根据《证券及期货条例》、《上市规则》、《证券法》及任何其他适用法律对股份买卖的限制；
- (cc) 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；及

## 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) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其破产、清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其有资格接收和使用本协议项下的资料（其中包括本协议、招股章程草拟本及初步发售通函草拟本），且该等资料不会违反适用于投资者的所有法律，或须于该投资者所在司法权区内进行任何登记或许可；
- (c) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动（包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权）；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记（“**批准**”）均已取得及具备十足效力及作用且未被作废、撤销、撤回或搁置，及概无任何批准须受尚未满足或履行的任何先决条件的限制；于本协议日期，所有批准未被撤回，而投资者亦不知悉可能导致批准被作废、撤回或搁置的任何事实或情况。投资者进一步同意并承诺，倘有关批准因任何原因不再全面生效或被作废、撤销、撤回或搁置，将立即书面通知本公司、整体协调人和联席保荐人；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份及接受投资者股份的交付将不会违反或导致投资者违反：**(i)**投资者组织章程及细则或其他组成或章程文件；**(ii)**投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；**(iii)**对投资者具有约束力的任何协议或其他文书；**(iv)**对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；
- (i) 其已经遵守及将遵守有关收购投资者股份的所有司法管辖区的所有适用法律，包括直接或间接通过本公司、整体协调人及／或联席保荐人向联交所、证监会、中国证监会及／或任何其他政府、公共、货币或监管当局或机构或证券交易所（合称“**监管机构**”）提供信息或促使或促致他人提供信息，并接受及同意在每种情况下根据适用法律的规定或任何监管机构不时要求在任何监管机构要求的时间内披露该等信息（包括但不限于**(i)**投资者及其最终实益拥有人及／或最终负责发出与认购投资者股份有关的指示的人士的身份信息（包括但不限于其各自的名称和注册地点）；**(ii)** 本协议项下拟进行的交易（包括但不限于投资者股份的认购详情、投资者股份数目、总投资金额及本协议项下的禁售限制）；**(iii)** 涉及投资者股份的任何互换安排或其他金融或投资产品及其详情（包括但不限于认购者及其最终实际受益人的身份资料以及该互换安排或其他金融或投资产品的提供者）；及**(iv)** 投资者或其实际受益人和联系人与公司及其任何股东之间的任何关连关系（合称“**投资者相关信息**”））。投资者进一步授权本公司、整体协调人、联席保荐人及其各自的联属人士、董事、高级职员、雇员、顾问及代表各自根据《上市规则》或适

用法律的规定或任何相关监管机构的要求，向该等监管机构及/或在任何公开文件或其他公告或文件中披露任何投资者相关信息；

- (j) 投资者拥有有关财务及商业事宜的知识及经验，以致(i)其能评估投资者股份潜在投资的优点及风险；(ii)其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资；(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富；
- (k) 其常规业务为买卖股份或债权证，或其为专业投资者，及通过订立本协议，其不再为有关本协议下拟议的交易的整体协调人或联席保荐人的客户；
- (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，及投资者无权提名任何人士担任本公司股东或高级人员；
- (m) 若于美国境外认购投资者股份，其于《证券法》下S规例所指“离岸交易”中如此行事，且其并非美国人士亦不是为了美国人士或其利益而收购投资者股份；
- (n) 投资者于获豁免遵守或不遵守《证券法》下登记规定的交易中认购投资者股份；
- (o) 投资者及其实益拥有人及 / 或联系人(i)为独立于本公司的第三方；(ii)（尽管投资者与可能正订立（或已订立）本协议所述的任何其他协议的任何其他方存在关系）并非本公司的关连人士（定义见《上市规则》）或代名人或联系人，及投资者认购投资者股份不构成关连交易（定义见《上市规则》）及将不会导致投资者及其实益拥有人成为本公司关连人士（定义见《上市规则》），及将在紧接本协议交割后独立于有关控制本公司的关连人士或不会与该等人士一致行事（定义见证监会颁布的《公司收购、合并及股份回购守则》）；(iii) 具有履行本协议下所有义务的财务能力；(iv) 并非受(A)本公司的任何核心关连人士（定义见《上市规则》）或(B)本公司、本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东，或上述任何人士的紧密联系人（定义见《上市规则》）直接或间接融资、提供资金或支持，及并未习惯于接收及未曾接收本公司或任何上文（A）和（B）中所述的该等人士有关收购、出售本公司证券、就其进行表决或以其他方式处置本公司证券的任何指令；(v) 与本公司或其任何股东并无关连关系（除非另以书面形式向本公司、整体协调人及联席保荐人披露）；及(vi) 不属于《上市规则》附录F1第5段所述任何类别的人士；
- (p) 投资者将使用其自有资金认购投资者股份，且尚未且不拟获得贷款或其他融资以履行其于本协议项下的付款责任；
- (q) 投资者、其实益拥有人及 / 或联系人均非整体协调人、联席保荐人、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪商或任何分销商中任何人士的“关连客”。词语“关连客户”、“牵头经纪商”、“分销商”具有《上市规则》附录F1（《股本证券的配售指引》）所给予该词的含义；
- (r) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者（定义见《上市规则》）管理。词语“**全权管理投资组合**”具有《上市规则》附录F1

（《股本证券的配售指引》）所给予该词的含义：

- (s) 投资者、其实益拥有人及其联系人均非本公司或其联系人的董事（包括前12个月的董事）、监事或当前股东或上述任何职位的提名人士；
- (t) 除先前已书面通知整体协调人及联席保荐人的情况外，投资者及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 界面要求披露或与由承配人相关的上市规则规定的任何承配人类别（“基石投资者”除外）；或(b) 根据《上市规则》（包括《上市规则》第 12.08A 条）规定须在本公司配发结果公告中注明的任何承配人组别；
- (u) 投资者并未及将不会就分销股份与任何“分销商”（定义见《证券法》S规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；
- (v) 认购投资者股份将遵守《上市规则》附录F1（《股本证券的配售指引》）的条文及《上市指引》第4.15章；
- (w) 投资者及其紧密联系人（定义见《上市规则》）于本公司已发行股本总额中的（直接及间接）持有总额不应导致公众人士持有的本公司证券总数（定义见《上市规则》）低于《上市规则》规定或联交所另行批准的百分比；
- (x) 投资者或其任何联属人士、联系人、董事、高级人员、雇员或代理均未接受或与本公司、本公司控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章或香港监管部门发布的书面指引）不一致或相悖的任何协议或安排（包括任何附函），或以其他方式从事任何该等行为或活动；
- (y) 投资者、其实益拥有人及 / 或联系人依据本协议认购投资者股份时并未获得本公司、本公司的附属公司任何关连人士、任何整体协调人、联席保荐人或全球发售的任何承销商（直接或间接）融资；投资者及其每名联系人（如有）独立于已参与或将参与全球发售的其他投资者及其任何联系人，且与该等投资者及其任何联系人并无关连；
- (z) 除本协议所载以发售价作出的保证股份分配外，投资者概无任何合约或其任何联属人士通过附带信函或其他方式自本公司（或其任何联属人士及股东）已收取或预期收取任何直接或间接利益；
- (aa) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺；
- (bb) 除先前以书面形式向本公司、整体协调人及联席保荐人披露者外，投资者、其实益拥有人及 / 或联系人并无订立且不会订立涉及投资者股份的任何互换安排或其他金融或投资产品；
- (cc) 除根据本协议外，投资者或其任何联系人概无通过簿记建档方式申请或预购全球发售的任何股份。

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，附表二所载有关其及其所属的公司集团的说明及向监管机构及/或本公司、整体协调人及联席保荐人及其各自的联属人士提供和/或根据该等机构或人士要求提供的所有投资者相关信息在各方面真实、

完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在本公司、整体协调人及联席保荐人全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及由或代表本公司、整体协调人及 / 或联席保荐人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明（包括附表二所载说明）。投资者承诺在切实可行范围内尽快提供有关其、其拥有权（包括最终实益拥有权）及 / 或本公司、整体协调人及 / 或联席保荐人合理要求的其他事宜的信息及 / 或证明文件，以确保其各自遵守适用法律及 / 或公司或证券登记规定及 / 或有权监管机构（包括联交所、证监会及中国证监会）的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后（如有），投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。

- 6.4. 投资者明白，依据香港法律及美国证券法及其他须作出第6.1及6.2条所载声明、保证、承诺及承认。投资者承认，本公司、整体协调人、联席保荐人及全球发售的其他承销商及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知本公司、整体协调人及联席保荐人。
- 6.5. 在经要求后，投资者同意及承诺，投资者对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致（包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为）针对本公司、整体协调人、联席保荐人及全球发售的其他承销商（代表自身或以信托的行事代表各各自联属人士）、《证券法》所指控制其的任何人士以及各各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称“**获弥偿方**”）提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿（“**损害赔偿**”），及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。
- 6.6. 投资者于第6.1、6.2、6.3、6.4及6.5条（视情况而定）作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期重申。
- 6.7. 本公司声明、保证及承诺：
- (a) 其依据开曼群岛法律妥为注册成立及有效存续；
  - (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
  - (c) 在第5.1条所载禁售期的规限下，投资者股份将在按照第4.3条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位；
  - (d) 本公司及其控股股东（定义见《上市规则》）、任何集团成员公司及其各自联属人士、董事、高级人员、雇员及代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》（包括《上市指引》第4.15章）不一致的任何协议或安排（包括任何附函），或以其他方式从事任

何该等行为或活动；；及

- (e) 除非本协议规定，本公司或任何集团成员公司或其各自任何附属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

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

## 7. 终止

7.1. 本协议可：

- (a) 根据第3.2条、第4.5条或4.7条予以终止；
- (b) 倘若投资者（或倘根据第5.2条转让投资者股份，则为投资者的全资附属公司）于国际发售交割或在此之前（即使本协议有任何相悖的约定）严重违反本协议（包括投资者严重违反本协议下的声明、保证、承诺、承认及确认），则由本公司或各整体协调人及联席保荐人单方予以终止；或
- (c) 经各方书面同意予以终止。

7.2. 在不影响第7.3条的情况下，倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务（除下文第8.1条所载保密义务外）及各方于本协议下的权利及责任（除下文第11条所载权利外）须终止且任何一方均不得在不损害其于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任的情况下针对该等其他方提出任何申索。

7.3. 尽管有上文所述，第6.5条在任何情况下在本协议终止后仍将有效，及投资者于本节作出的弥偿在本协议终止后仍将有效。

## 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，任何一方均不得披露与本协议或本协议下拟定的交易或涉及本公司、整体协调人、联席保荐人、及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可向以下人士或机构披露本协议：

- (a) 联交所、证监会、中国证监会及 / 或本公司、整体协调人及 / 或联席保荐人受之监管的其他监管机构，及投资者的背景及本公司与投资者之间的关系可在由或代表本公司将发行的公开文件及由或代表本公司、整体协调人及 / 或联席保荐人将发行的与全球发售有关的营销、路演材料及其他公告中进行描述；
- (b) 该方法律顾问、财务顾问、审计师及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的原则），前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及附属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方，其可能根据任何适用法律、对其具有司法管辖权的任何政府当局或机构（包括联交所、证监会及中国证监会）或联交所规则（包括根据《公司（清盘及杂项条文）条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及展示）或任何具法律约束力的判决、指令或任何主管政府当局的规定被要求作出。
- 8.2. 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询本公司、整体协调人及联席保荐人以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 8.3. 本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、整体协调人及联席保荐人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向本公司、整体协调人及联席保荐人及其各自的法律顾问提供任何意见及验证文件。
- 8.4. 投资者承诺立即提供与制备第8.1条提及的须作出的任何披露有关的所有合理要求的协助（包括提供本公司、整体协调人或联席保荐人可合理要求的与之有关或涉及其拥有权（包括最终实益拥有权）及 / 或其他涉及本协议提述事项的进一步数据及 / 或辅助文档、其背景资料、其与本公司的关系）以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令本公司、整体协调人及 / 或联席保荐人能够遵守适用的公司或证券登记及 / 或包括联交所、证监会及中国证监会在内的主管监管机构的要求。

## 9. 通知

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

若发送至本公司，则发送至：

地址： 中国浙江省杭州市西湖区灵隐路1号  
电邮： nick.zhang@china-greentea.com.cn  
传真： 不适用  
收件人： 张立先生

若发送至投资者，则发送至：

地址： 中国上海市金山区枫泾镇环东一路266号  
电邮： 615728518@qq.com  
传真： 不适用  
收件人： 刘小清先生

若发送至花旗环球金融亚洲，则发送至：

地址：          香港中环花园道三号冠君大厦50楼  
电邮：          project.longjing.core@citi.com  
传真：          +852 3009 4362  
收件人：        钱叶文先生

若发送至Citigroup Global Markets，则发送至：

地址：          英国伦敦 E14 5LB金丝雀码头加拿大广场 33 号  
电邮：          project.longjing.core@citi.com  
传真：          +852 3009 4362  
收件人：        钱叶文先生

若发送至招银国际，则发送至：

地址：          香港中环花园道三号冠君大厦45楼  
电邮：          ecms@cmbi.com.hk  
传真：          +852 3900 0865  
收件人：        CMBI Equity Capital Markets

- 9.2. 本协议下的任何通知须以专人递送或传真发送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过传真发送，在收到传输确认时；若通过电邮发送，则于传输时（如在发送人发送电邮的设备上所记录，无论电邮是否被确认，除非发送人收到未送达信息）；及若通过预付邮件发送（在无提前接收证据的情况下），则为邮递48小时之后（或若通过空邮发送，则为六日后）。在非营业日收到的任何通知须被视为于下个营业日收到。

## **10. 一般条款**

- 10.1. 各方确认及声明已正式获授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除本公司为实施全球发售可能要求的同意、批准及授权外，该方不得要求法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。

- 10.2. 本协议规定的各联席保荐人及整体协调人的义务应为各别（而非共同或共同及各别）义务。联席保荐人及整体协调人概不对任何其他联席保荐人或整体协调人未能履行其于本协议项下之义务负责，而有关的未能履行亦不会影响任何其他联席保荐人或整体协调人执行本协议条款之权利。不论前述规定为何，在适用法律允许的范围内，各联席保荐人及整体协调人有权单独或与其他联席保荐人及整体协调人共同执行其于本协议项下的任何或全部权利。
- 10.3. 除明显错误外，就本协议而言，本公司、整体协调人及联席保荐人就投资者股份数目、发售价及投资者根据本协议第4.2条须作出的付款金额真诚作出的计算及决定为最终计算及具约束力。
- 10.4. 投资者、本公司、整体协调人及联席保荐人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及 / 或批准时应通力合作。
- 10.5. 除非经各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 10.6. 本协议将仅以中文签署。
- 10.7. 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税（如有）须由相关转让人 / 卖方及相关受让人 / 买方平摊。
- 10.8. 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 10.9. 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。
- 10.10. 除投资者订立的保密协议外，本协议构成有关投资者于本公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、声明、通信、谅解及协议（无论书面或口头）。
- 10.11. 在本第10.11条另行规定的范围内，不属于本协议订约方的人士无权根据《合约（第三者权利）条例》强制执行本协议的任何条款，但并不影响除《合约（第三者权利）条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
- (b) 本协议可终止或取消及任何条款可未经第10.11(a)分条所提述之人士的同意予以修订、修改或豁免遵守。
- 10.12. 各整体协调人及联席保荐人有权及特此获授权按照其认为合适的方式及条款（正式或非正式及不事先发出须发送给本公司或投资者任何该等委派通知）将其所有或任何相关权利、职责、权力及酌情权转授其任何一位或更多联属人士。尽管已作出任何有关授权，该整体协调人或联席保荐人须各别（而非共同或共同及各别）对其根据本分条向之转授相关权利、职责、权力及 / 或酌情权的其任何联属人士之所有作为及不作为负责。
- 10.13. 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利（全部或部分）不得



构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救（无论依法享有或其他）。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

10.14. 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：

- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

10.15. 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

10.16. 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下，倘若投资者于上市日期或之前存在违反其作出的保证之行为，则（尽管本协议任何其他条文存在相反规定）本公司、整体协调人及联席保荐人有权取消本协议及本协议项下各方的所有责任即告终止。

10.17. 各方均向其他方承诺，其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

10.18. 承认美国特别处置机制：

如身为适用实体的一方受制于美国特别处置机制下的某项法律程序，则该方对本协议及其项下任何利益及义务的转让将具有效力，如同在本协议及任何该等利益及义务受美国或美国某州法律管辖的情况下，有关转让根据美国特别处置机制具有效力一样。

如身为适用实体的一方或该方的适用BHC法案联属人士受制于美国特别处置机制下的某项法律程序，则于本协议下可对该方行使的默认权利获允许行使，但其程度不得大于在本协议受美国或美国某州法律管辖的情况下，有关默认权利根据美国特别处置机制可予行使的程度。

如本协议所用，

“**BHC法案联属人士**”具有《美国法典》第12章第1841(k)条所给予“联属人士”一词的涵义，并应据此诠释；

“**适用实体**”指下列任何一项：

- (a) 《美国联邦法规汇编》第12章第252.82(b)条所定义的“适用实体”，并应据此诠释；
- (b) 《美国联邦法规汇编》第12章第47.3(b)条所定义的“适用银行”，并应据此诠释；  
或

(c)《美国联邦法规汇编》第12章第382.2(b)条所定义的“适用FSI”，并应据此诠释；

“默认权利”具有《美国联邦法规汇编》第12章第252.81、第47.2或第382.1条（视何者适用而定）所给予该词的涵义并应据此诠释；及

“美国特别处置机制”指(i)《美国联邦存款保险法案》及据其颁布的法规及(ii)《美国多德—弗兰克华尔街改革及消费者保护法案》第二卷及据其颁布的法规。

#### 10.19. 合约确认内部财务重整：

不论本协议任何其他条款或订约各方的任何其他协议、安排或共识，各订约方承认及同意，任何订约方根据本协议或就此而对任何其他订约方的任何负债，或会受到相关处置机制当局作出的内部财务重整行动所限，并承认以下各项的效力及同意受其约束：

(a) 涉及任何有关负债的任何内部财务重整行动，包括（但不限于）：

- (i) 就有关负债缩减全部或部分本金额或未偿还结欠金额（包括任何应计未付利息）；
- (ii) 转换全部或部分任何有关负债为股份或向其发行或给予的其他所有权文书；及
- (iii) 注销任何有关负债；及

(b) 在必要情况下对本协议任何条款作出变更，以使涉及任何有关负债的任何内部财务重整行动生效。

于本文使用时：

“内部财务重整行动”指行使任何撇减及转换权力。

“处置机制当局”指有权行使任何撇减及转换权力的任何机构。

“撇减及转换”指：

(a) 就欧盟内部财务重整法例附表（EU Bail-In Legislation Schedule）不时称述的任何内部财务重整而言，如同就欧盟内部财务重整法例附表中该内部财务重整法例而称述的权力；

(b) 就任何其他适用内部财务重整法例而言：

- (i) 根据该内部财务重整法例注销、转让或摊薄为银行或投资公司或其他金融机构或银行、投资公司或其他金融机构的分支机构的人士所发行股份的任何权力、注销、缩减、修改或变更该人士的负债形式或债务产生的任何合约或文书的任何权力、转换该人士或任何其他人士的全部或部分负债为股份、证券或义务的任何权力、规定任何有关合约或文书在据此行使权利的情况下将为有效的任何权力，或暂停有关该负债的任何义务或根据该内部财务重整法例有关任何该等权力的权力或任何该等权力所附带任何权力的任何权力；及
- (ii) 根据该内部财务重整法例的任何相似或类似权力。

**“内部财务重整法例”指：**

- (a) 就已实施或于任何时间实施2014/59/欧盟指令第55条建立信贷机构及投资公司复原及清理制度的欧洲经济区（EEA）成员国而言，欧盟内部财务重整法例附表不时称述的相关实施法律或法规；及
- (b) 就任何其他国家而言，不时的任何类似法律及法规，其中对该法律或法规所载合约确认任何撇减及转换权力作出规定。

**“EEA成员国”** 指欧洲联盟任何成员国、冰岛、列支敦斯登及挪威。

**“欧盟内部财务重整法例附表”** 指贷款市场协会（Loan Market Association）（或任何继任人）不时就此称述及公布的文件。

## **11. 管辖法律和司法管辖权**

- 11.1. 本协议及各方之间的关系受香港法例管辖并据其解释。
- 11.2. 因本协议引起或与之相关的任何争议、争论或申索，或本协议的违约、终止或无效（“**争议**”），应根据提交仲裁申请之日生效的香港国际仲裁中心管理的仲裁规则进行仲裁解决。仲裁地点须为香港，仲裁程序的管辖法律为香港法律。将有一位仲裁员及仲裁程序中使用的语言为英语。仲裁法庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力，及可在具有司法管辖权的任何法院登录及强制执行，及各方不可撤销地及无条件地放弃任何及所有任何形式的向任何司法当局提出上诉、复核或追索的权利（只要该等放弃可有效作出）。尽管有前述规定，各方有权于任命仲裁法庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下，仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济，及作出任何一方未能遵守仲裁法庭命令的损害赔偿裁决。

## **12. 豁免**

- 12.1. 倘若在任何司法管辖区的任何法律程序（包括仲裁程序）中，投资者已经或可为其本身或其资产、财产或收入申请（基于主权或皇室组织机构的地位或其他）豁免任何诉讼、讼案、程序或其他法律程序（包括仲裁程序）、抵销、反申索、任何法院的司法管辖权、送达法律程序文件、扣押或协助执行任何判决、决定、裁定、命令或裁决（包括任何仲裁裁决）或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决（包括任何仲裁裁决）或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免（无论是否提出申请）之情况，投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉讼或申索。

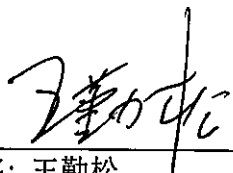
## **13. 副本**

- 13.1. 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页是有效的递送方式。

**兹此见证**，本协议已于文首日期由本协议各方正式授权签署人签立。

代表且代表：

绿茶集团有限公司

A handwritten signature in black ink, appearing to read '王勤松' (Wang Qingsong), written over a horizontal line.

姓名：王勤松  
职位：董事

代行且代表:

无锡琴雨食品有限公司签署

刘小倩

姓名: 刘小倩

职衔: 执行董事



为且代表

花旗环球金融亚洲有限公司



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姓名：柳欣宇

职务：董事总经理

为且代表

**Citigroup Global Markets Limited**

A handwritten signature in blue ink, appearing to read '柳欣宇' (Liu Xinyu).

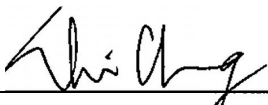
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姓名：柳欣宇

职务：董事总经理

为且代表

招银国际融资有限公司

A handwritten signature in black ink, appearing to read 'Elaine Cheung', is written over a horizontal line.

Name: CHEUNG Yee Man, Elaine

Title: Managing Director



为且代表

招银国际融资有限公司



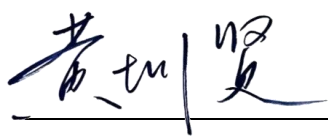
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Name: SHI Qian

Title: Executive Director

为且代表

招银国际融资有限公司



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Name: HUANG Zhenxian

Title: Vice President

## 附表一

### 投资者股份

#### 投资者股份数目

投资者股份数目应等于(1)23,273,700港元 / 相当于3,000,000美元的港元（采用招股章程所披露的港元兑美元收市汇率计算），扣除投资者将就投资者股份而支付的经纪佣金及征费后，除以(2)发售价，向下舍入至最接近400股股份的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、《上市指引》第4.14章及联交所授予的豁免（如有），如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的股份重新分配的影响。若香港公开发售股份的总需求出现本公司最终招股章程中“全球发售的架构及条件—香港公开发售—重新分配及回拨”一节所载之情形，投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。

此外，本公司、整体协调人及联席保荐人应全权酌情调整投资者股份数目的分配，以符合《上市规则》第18项应用指引、《上市指引》第4.14章或联交所可能批准且不时适用于本公司的其他百分比及 / 或以符合《上市规则》第8.08(3)条的规定，规定于上市日期时不超过50%的公众人士股份将由本公司三名最大公众股东实益拥有，或《上市规则》第8.08(1)条或联交所另行批准的最低公众持股量规定，或《上市规则》附录F1所载的配售指引。

附表二  
投资者详情

投资者

|  |   |
|--|---|
| 注册成立地：                                     | 中国无锡市   |
| 注册证书编号：                                    | 91320213MAE2Y1TK0T（统一社会信用代码）  |
| 商业登记号码：                                    | 91320213MAE2Y1TK0T（统一社会信用代码）  |
| 法人实体识别编码：                                  | 91320213MAE2Y1TK0T（统一社会信用代码）  |
| 营业地址：                                      | 中国上海市金山区枫泾镇环东一路266号   |
| 主要业务：                                      | 食品销售  |
| 最终控股股东：                                    | 刘小清   |
| 最终控股股东的注册地：                                | 不适用   |
| 最终控股股东的商业登记号码及法人实体识别编码：                    | 不适用   |
| 最终控股股东的主要业务：                               | 不适用   |
| 股东及持有之权益：                                  | 上海琴雨食品有限公司（100%）  |
| 投资者在招股章程中的描述：                              | 无锡琴雨食品有限公司（「 <b>无锡琴雨</b> 」）为一家于中国注册成立的有限责任公司，主要从事食品销售、进出口货物及咨询服务。无锡琴雨为上海琴雨食品有限公司（「 <b>上海琴雨</b> 」，一家中国有限责任公司，主要从事食品、食用农产品及工艺品的销售）的全资附属公司。无锡琴雨的执行董事兼法人代表刘小清先生为上海琴雨的最终实益拥有人。 |
| 相关投资者类别（须纳入联交所 FINI 承配人名单模板或须由基石投资者披露的类别）： | 基石投资者   |