

**DATE: 29 MAY 2025**

**新琪安集團股份有限公司  
(NEWTREND GROUP HOLDING CO., LTD.)**

**and**

**THE COVENANTORS  
(named in Schedule 1)**

**and**

**CMBC INTERNATIONAL CAPITAL LIMITED**

**and**

**CMBC SECURITIES COMPANY LIMITED**

**and**

**CHINA INDUSTRIAL SECURITIES INTERNATIONAL CAPITAL LIMITED**

**and**

**GUOSEN SECURITIES (HK) CAPITAL COMPANY LIMITED**

**and**

**THE HONG KONG UNDERWRITERS  
(named in Schedule 2)**

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**HONG KONG UNDERWRITING AGREEMENT  
relating to the Hong Kong Public Offering of 1,058,600 Hong Kong Offer Shares  
(subject to reallocation) of nominal value of RMB1.00 each in**

**新琪安集團股份有限公司 (NEWTREND GROUP HOLDING CO., LTD.)**

**at an expected price range of not less than HK\$18.9 per H share and not more than  
HK\$20.9 per H share**

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**THIS AGREEMENT is made on 29 May 2025**

**BETWEEN:**

- (1) **新琪安集團股份有限公司 (NEWTREND GROUP HOLDING CO., LTD.)**, a joint stock limited liability company established in the PRC and having its registered office at Jinggangshan Economic and Technological Development Zone, Ji'an, Jiangxi, the PRC, and its principal place of business in Hong Kong registered under Part 16 of the Companies Ordinance at 1915, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (the “**Company**”);
- (2) The persons and companies whose names and addresses are stated in Schedule 1 (together, the “**Covenantors**”);
- (3) **CMBC INTERNATIONAL CAPITAL LIMITED**, a company incorporated in Hong Kong and having its registered office at 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (“**CMBC International Capital**” or the “**Sole Sponsor**”);
- (4) **CMBC SECURITIES COMPANY LIMITED**, a company incorporated in Hong Kong and having its registered office at 45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong (“**CMBC Securities**”, the sponsor-overall coordinator, one of the overall coordinators, one of the joint global coordinators, one of the joint bookrunners and one of the joint lead managers);
- (5) **CHINA INDUSTRIAL SECURITIES INTERNATIONAL CAPITAL LIMITED**, a company incorporated in Hong Kong and having its registered office at 32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong (“**China Industrial Securities**”, one of the overall coordinators, one of the joint global coordinators, one of the joint bookrunners and one of the joint lead managers);
- (6) **GUOSEN SECURITIES (HK) CAPITAL COMPANY LIMITED**, a company incorporated in Hong Kong and having its registered office at Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong (“**Guosen Securities**”, one of the overall coordinators, one of the joint global coordinators, one of the joint bookrunners and one of the joint lead managers); and
- (7) The persons whose names and addresses are stated in Schedule 2 (together the “**Hong Kong Underwriters**”).

**WHEREAS:**

- (A) The Company was established in the PRC as a limited liability company on 8 September 2006 and was converted into a joint stock limited company on 4 December 2017. The Company was registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance on 24 June 2024. As

at the date hereof, the Company has a registered share capital of RMB85,645,834 comprising 85,645,834 Domestic Shares, with a nominal value of RMB1.00 each, and was legally and beneficially owned by the persons whose names and shareholding are set out in Schedule 5.

- (B) The Company proposed to conduct the Hong Kong Public Offering pursuant to which it will offer the Hong Kong Offer Shares to the public in Hong Kong for subscription at the Offer Price on and subject to the terms and conditions set out herein and in the Prospectus.
- (C) CMBC International Capital has agreed to act as the sole sponsor of the Company in relation to its application to the Stock Exchange for the listing of, and the permission to deal in, the H Shares on the Main Board of the Stock Exchange (the “**Listing Application**”). CMBC Securities has agreed to act as the sponsor-overall coordinator (the “**Sponsor-Overall Coordinator**”) of the Global Offering. CMBC Securities, China Industrial Securities and Guosen Securities have agreed to act as the overall coordinators (the “**Overall Coordinator(s)**”) and the joint global coordinators (collectively, the “**Joint Global Coordinator(s)**”) of the Global Offering. Each of CMBC Securities, China Industrial Securities and Guosen Securities and those other Hong Kong Underwriters as specified in Schedule 2 has also agreed to act as one of the joint bookrunners (collectively, the “**Joint Bookrunner(s)**”) and/or one of the joint lead managers (collectively, the “**Joint Lead Manager(s)**”) of the Global Offering. The Hong Kong Underwriters have severally agreed to underwrite the issue of the Hong Kong Offer Shares on the terms and subject to the conditions set out herein and in the Hong Kong Public Offering Documents.
- (D) It is expected that the Company, the Covenantors, the Sole Sponsor, the Overall Coordinators and the International Underwriters will enter into the International Underwriting Agreement in respect of the underwriting of the International Offering by the International Underwriter(s) on and subject to the terms and conditions to be set out in the International Underwriting Agreement and in the Prospectus.
- (E) Application has been made to the Listing Committee of the Stock Exchange for the granting of the approval for the listing of, and permission to deal in, the H Shares to be issued as mentioned in the Prospectus (including without limitation H Shares to be issued pursuant to the Global Offering), and any H Shares which may fall to be issued pursuant to the exercise of the Over-allotment Option.
- (F) The Company has received notification issued by the CSRC dated 15 April 2025 on the Company’s completion of the CSRC Filings and authorising the Company to proceed with the Global Offering and the listing of H Shares on the Stock Exchange.
- (G) Immediately after completion of the Global Offering (assuming that the Over-allotment Option is not exercised), the Covenantors will directly and/or indirectly own or be interested in an aggregate of 46,886,157 Shares.
- (H) Each of the Company and the Covenantors has agreed to give the

representations, warranties and undertakings hereinafter mentioned.

**NOW IT IS AGREED as follows:**

**1. INTERPRETATION**

1.1 In this Agreement, including the recitals hereto, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Acceptance Date”</b>	5 June 2025, being the date on which the application lists for the Hong Kong Offer Shares will close or such later date on which such application lists may close as stated in the section headed “How to apply for Hong Kong Offer Shares” in the Prospectus
<b>“Accounts”</b>	the audited consolidated financial statements of the Group for the three years ended 31 December 2024 compiled on the basis set out in Appendix I to the Prospectus
<b>“Accounts Date”</b>	31 December 2024
<b>“Affiliates”</b>	in relation to a particular company, any other company or entity which is its holding company or subsidiary, or any subsidiary of its holding company and any company which is controlled by any such holding company or subsidiary. For the purposes of this, the term “control” (including the terms “controlling”, “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise
<b>“Agreement Among the Hong Kong Underwriters”</b>	the agreement of even date entered into among the Hong Kong Underwriters in relation to certain arrangements amongst themselves on the Hong Kong Public Offering
<b>“AFRC”</b>	the Accounting and Financial Reporting Council of Hong Kong
<b>“Associate(s)”</b>	has the meaning ascribed to it in Chapter 1 of the Listing Rules
<b>“Board”</b>	the board of Directors of the Company

<b>“Business Day”</b>	a day on which banks are open for normal banking business to the public and which is not a Saturday, Sunday or public holiday in Hong Kong
<b>“CCASS”</b>	the Central Clearing and Settlement System operated by HKSCC
<b>“China Industrial Securities Engagement Letter”</b>	the engagement letter in relation to the Global Offering entered into by the Company and China Industrial Securities on 12 July 2024
<b>“close associate(s)”</b>	has the meaning ascribed to it in the Listing Rules
<b>“Closing Date”</b>	with respect to the International Offering, the time when payment is to be made by the International Underwriter(s) which is expected to be 10 June 2025 or such other date and time as may be agreed between the Company and the Overall Coordinators (for themselves and on behalf of the International Underwriter(s))
<b>“CMBC Engagement Letter”</b>	the engagement letter in relation to the Global Offering entered into by the Company, the Sole Sponsor and CMBC Securities on 26 April 2024
<b>“CMI Engagement Letters”</b>	the respective engagement letters in respect of the Global Offering entered into between the respective CMIs and the Company
<b>“CMI(s)”</b>	CMBC Securities, China Industrial, Guosen Securities, the other Hong Kong Underwriters stated in Schedule 2 and the other International Underwriters stated in schedule 2 of the International Underwriting Agreement, being the capital market intermediaries of the Global Offering
<b>“Code of Conduct” or “Code”</b>	the Code of Conduct for Persons Licensed by or Registered with the SFC, as amended, supplemented or otherwise modified from time to time
<b>“Company Law”</b>	Company Law of the PRC (《中華人民共和國公司法》) as amended and supplemented from time to time
<b>“Companies Ordinance”</b>	the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
<b>“Companies (Miscellaneous) Ordinance”</b>	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
<b>“Conditions Precedent Documents”</b>	the documents listed in Parts A and B of Schedule 3
<b>“Cornerstone Investment Agreements”</b>	the cornerstone investment agreements entered into by and between, among others, the Company and the cornerstone investors as described in the section headed “Cornerstone Investors” in the Prospectus
<b>“CSRC”</b>	the China Securities Regulatory Commission of the PRC
<b>“CSRC Archive Rules”</b>	Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, the Ministry of Finance of the PRC, the National Administration of State Secrets Protection of the PRC, and the National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or modified from time to time
<b>“CSRC Filing Report”</b>	the filing report of the Company in relation to the Global Offering, including any amendments, supplements and/or modifications thereof pursuant to Article 13 of the CSRC Filing Rules
<b>“CSRC Filing(s)”</b>	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 CSRC (including, without limitation, the CSRC Filing Report)
<b>“CSRC Filing Rules”</b>	the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境內企業境外發行證券和上市管理試行辦法) and supporting guidelines issued by the CSRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time

<b>“CSRC Rules”</b>	the CSRC Filing Rules and the CSRC Archive Rules
<b>“Despatch Date”</b>	the date on which the Company will despatch certificates for the Hong Kong Offer Shares to successful applicants under the Hong Kong Public Offering, which shall be on or before 9 June 2025 or such other time as may be agreed between the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters)
<b>“Director(s)”</b>	the director(s) of the Company
<b>“Domestic Shares”</b>	ordinary shares in the share capital of the Company, with nominal value of RMB1.00 each, which are subscribed for and paid up in Renminbi and which are not listed or traded on any stock exchange
<b>“FINI”</b>	the “Fast Interface for New Issuance”, an online platform operated by HKSCC that is mandatory for admission to trading and, where applicable, the collection and processing of specified information on subscription in and settlement for all new listing of securities
<b>“FINI Agreement”</b>	the FINI agreement entered or to be entered into between the Company and the HKSCC
<b>“Formal Notice”</b>	the formal notice required to be published in connection with the Hong Kong Public Offering in accordance with the Listing Rules
<b>“Global Offering”</b>	the Hong Kong Public Offering and the International Offering
<b>“Grandall HK”</b>	Grandall Zimmern Law Firm, the Company’s legal advisers as to Hong Kong laws
<b>“Grandall SZ”</b>	Grandall Law Firm (Shenzhen), the Company’s legal advisers as to the PRC laws
<b>“Group”</b>	the Company and its subsidiaries, and <b>“member of the Group”</b> shall be construed accordingly
<b>“Guosen Engagement Letter”</b>	the engagement letter in relation to the Global Offering entered into by the Company and Guosen Securities on 12 July 2024
<b>“H Share Registrar”</b>	Tricor Investor Services Limited of 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong



<b>“H Share Registrar Agreement”</b>	the agreement entered into between the H Share Registrar and the Company
<b>“H Shares”</b>	overseas listed foreign shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are to be subscribed for and traded in Hong Kong dollars and to be listed on the Stock Exchange
<b>“HK eIPO White Form Service”</b>	the facility offered by the Company through The Bank of East Asia, Limited as the service provider designated by the Company, allowing investors to apply electronically to purchase Offer Shares in the Hong Kong Public Offering on a website designated for such purpose, as provided for and disclosed in the Prospectus
<b>“HK eIPO White Form Service Provider”</b>	The Bank of East Asia, Limited
<b>“HKSCC”</b>	Hong Kong Securities Clearing Company Limited
<b>“HK\$”</b>	Hong Kong dollars, the lawful currency of Hong Kong
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC
<b>“Hong Kong Offer Shares”</b>	the 1,058,600 new H Shares initially offered for subscription under the Hong Kong Public Offering subject to reallocation as provided in Clauses 5.6 and 5.7
<b>“Hong Kong Public Offering”</b>	the offer for subscription of the Hong Kong Offer Shares to the public in Hong Kong for cash at the Offer Price payable in full on application on and subject to the conditions stated in the Hong Kong Public Offering Documents
<b>“Hong Kong Public Offering Documents”</b>	collectively, the Prospectus, the OC Announcements and the Formal Notice
<b>“Hong Kong Public Offering Underwriting Commitment”</b>	the maximum number of Hong Kong Offer Shares for which such Hong Kong Underwriter has agreed to procure subscribers or, failing which, it will itself subscribe pursuant to the terms of this Agreement, as set out in Schedule 2 to this Agreement (subject to reallocation in accordance with Clauses 5.6 and 5.7, respectively, and subject to the exercise of the Over-allotment Option)

<b>“Hong Kong Underwriters”</b>	the underwriters whose names are set out in Schedule 2 to this Agreement
<b>“International Offering”</b>	the conditional placing by the International Underwriter(s) of the International Offer Shares with institutional, professional, corporate and other investors for cash at the Offer Price on the terms and subject to the conditions set out in the International Underwriting Agreement and the International Offering Documents
<b>“International Offering Underwriting Commitment”</b>	in relation to any International Underwriter, the maximum number of International Offer Shares in respect of which such International Underwriter has agreed to subscribe for or procure subscribers under the International Offering pursuant to the terms and conditions of the International Underwriting Agreement and subject to reallocation (if any) in accordance with Clauses 5.6 and 5.7, respectively, and subject to the exercise of the Over-allotment Option
<b>“International Offering Documents”</b>	the documents used by the International Underwriter(s) or its Affiliates in connection with the International Offering of the International Offer Shares, including but not limited to the Prospectus and any supplements or amendments thereto
<b>“International Offer Shares”</b>	the 9,526,800 new H Shares initially offered for subscription by the Company under the International Offering subject to the reallocation as provided in Clauses 5.6 and 5.7, respectively, and subject to the exercise of the Over-allotment Option
<b>“International Underwriter(s)”</b>	has the meaning ascribed to it in the Prospectus and the International Underwriting Agreement
<b>“International Underwriting Agreement”</b>	the international underwriting agreement expected to be entered into on or around the Price Determination Date between the Company, the Covenantors, the Sole Sponsor, the Overall Coordinators and the International Underwriters in relation to the underwriting of the International Offering by the International Underwriter(s)
<b>“Joint Bookrunners”</b>	the Hong Kong Underwriters as specified in Schedule 2 as having the role of joint bookrunners to the Global Offering

<b>“Joint Lead Managers”</b>	the Hong Kong Underwriters as specified in Schedule 2 as having the role of joint lead managers to the Global Offering
<b>“Juhexing Investment”</b>	吉安市井開區聚合興投資諮詢合夥企業（有限合夥）(Ji'an Jingkai District Juhexing Investment Consulting Partnership (Limited Partnership)*), a limited partnership established in the PRC on 24 December 2014 of which Ms. Ding is the sole general partner, and one of the Covenants
<b>“Listing Date”</b>	the date on which trading of the H Shares commences on the Main Board of the Stock Exchange, which is currently expected to be 10 June 2025
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>“Mr. Wang”</b>	Mr. Wang Xiaoqiang (王小強), the chairman of the Board, executive Director, one of the Covenants
<b>“Ms. Ding”</b>	Ms. Ding Dan (丁丹), the spouse of Mr. Wang, one of the Covenants
<b>“Multiple Applications PN”</b>	the best practice note on the treatment of multiple and suspected multiple applications issued by the Federation of Share Registrars Limited in March 2007
<b>“Newtrend Industrial”</b>	深圳市新琪安實業發展有限公司 (Shenzhen Newtrend Industrial Development Co., Ltd.*), a limited liability company established in the PRC on 29 April 2001 and owned by Mr. Wang as to approximately 50.0% and Ms. Ding as to approximately 50.0%, one of the Covenants
<b>“Nominee”</b>	Bank of China (Hong Kong) Nominees Limited in whose name the application monies are to be held by the Receiving Bank under the Receiving Bank Agreement
<b>“OC Announcements”</b>	the announcements dated 28 June 2024 and 12 July 2024 setting out the name of the Overall Coordinators appointed by the Company in connection with the Global Offering, including any subsequent related announcement(s)
<b>“Offer Price”</b>	the Hong Kong dollar price per Offer Share at which it is subscribed under the Global Offering, being not more than HK\$20.9 and expected to be not less than

	HK\$18.9 (exclusive of brokerage at the rate of 1.0%, the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% and AFRC transaction levy of 0.00015%) at which the Offer Shares are to be subscribed as determined in accordance with Clause 6.1
<b>“Offer Shares”</b>	the Hong Kong Offer Shares and the International Offer Shares
<b>“Operative Documents”</b>	the Price Determination Agreement, the Receiving Bank Agreement, the FINI Agreement, the H Share Registrar Agreement and the Cornerstone Investment Agreements
<b>“Over-allotment Option”</b>	the option expected to be granted by the Company to the International Underwriters exercisable by the Overall Coordinators (for themselves and on behalf of the International Underwriters) under the International Underwriting Agreement to require the Company to allot and issue up to 1,587,800 Over-allotment Shares at the Offer Price to cover over-allocations in the International Offering, if any, subject to the terms and conditions of the International Underwriting Agreement
<b>“Over-allotment Shares”</b>	up to 1,587,800 new H Shares, representing approximately 15% of the number of Offer Shares initially being offered under the Global Offering, which may be allotted and issued by the Company pursuant to the exercise of the Over-allotment Option
<b>“PHIP”</b>	the post hearing information pack posted on the website of the Stock Exchange on 28 May 2025
<b>“PRC”</b>	the People’s Republic of China which, for the purposes of this Agreement, excludes Hong Kong, Taiwan and the Macau Special Administrative Region of the PRC
<b>“Price Determination Agreement”</b>	the agreement expected to be entered into between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) by the Price Determination Date for the purpose of fixing the Offer Price as provided in Clause 6.1
<b>“Price Determination Date”</b>	the date which the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) determine the Offer Price for the

	purpose of the Global Offering, which is expected to be on or around 6 June 2025
<b>“Prospectus”</b>	the prospectus, including all the appendices thereto, proposed to be issued by the Company in connection with the Global Offering on the Prospectus Date (or such later date as the Sole Sponsor and the Company may agree)
<b>“Prospectus Date”</b>	30 May 2025 (or such later date as the Sole Sponsor and the Company may agree)
<b>“Receiving Bank”</b>	the receiving bank named in the Prospectus
<b>“Receiving Bank Agreement”</b>	the agreement entered into by the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the H Share Registrar, the Receiving Bank and the Nominee
<b>“Reporting Accountants”</b>	Confucius International CPA Limited, Certified Public Accountants
<b>“SFC”</b>	the Securities and Futures Commission of Hong Kong
<b>“SFO”</b>	Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time
<b>“Shares”</b>	shares in the share capital of the Company with a nominal value of RMB1.00 each, comprising H Shares and Domestic Shares
<b>“Stock Exchange” or “SEHK”</b>	The Stock Exchange of Hong Kong Limited
<b>“Taxation” or “Tax”</b>	all forms of taxation whenever created, imposed or arising and whether of Hong Kong, the PRC or of any other part of the world and, without prejudice to the generality of the foregoing, includes all forms of taxation on or relating to profits, salaries, interest and other forms of income, taxation on capital gains, sales and value added taxation, estate duty, death duty, capital duty, stamp duty, payroll taxation, withholding taxation, rates and other taxes or charges relating to property, customs and other import and excise duties, and generally any taxation, duty, impost, levy, rate, charge or any amount payable to revenue, customs or fiscal authorities whether of Hong Kong, the PRC or of any other part of the world, whether by way of actual assessment, loss of allowance, deduction or

credit available for relief or otherwise, and including all interest, additions to tax, penalties or similar liabilities arising in respect of any taxation

**“Underwriters”** collectively, the Hong Kong Underwriters and the International Underwriters

**“US” and “United States”** the United States of America

- 1.2 Unless the context otherwise requires, the term **“subsidiary”** and **“holding company”** shall have the meaning ascribed thereto in section 15 of the Companies Ordinance.
- 1.3 References herein to **“Clauses”**, **“Sub-clauses”** and **“Schedules”** are references to clauses and sub-clauses of, and schedules to, of this Agreement. References herein to **“this Agreement”** shall, unless the context requires otherwise, include the Schedules.
- 1.4 References in this Agreement to persons include references to bodies corporate; references to any gender include references to all genders; references to the singular include references to the plural and vice versa.
- 1.5 References in this Agreement to times of the day are, unless otherwise specified, to Hong Kong time.
- 1.6 References in this Agreement to statutory provisions and the Listing Rules shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which there are re-enactments (whether with or without modification) and any subordinate legislation or regulations made under such provisions.
- 1.7 Headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.8 Where certified true copies of documents are required to be delivered by a party hereto, such copies shall be certified to be true copies of the originals by Grandall HK, a director or a company secretary of the Company (or, for documents in relation to the PRC, by Grandall PRC, Grandall HK, a director or a company secretary of the Company) unless waived by the receiving party.
- 1.9 English translations of company names and other terms from the Chinese language are marked with “\*” and are provided for identification purposes only

## **2. CONDITIONS PRECEDENT**

- 2.1 The obligations of the Hong Kong Underwriters (in their respective capacities) under this Agreement are conditional on the following conditions precedent being satisfied or, where applicable, waived:
  - (a) Chiu & Partners (on behalf of the Sole Sponsor, the Overall Coordinators and

the Hong Kong Underwriters), receiving from the Company or its representative(s) or its adviser(s) (on behalf of the Company) (i) the Conditions Precedent Documents listed in Part A of Schedule 3, in form and substance reasonably satisfactory to the Sole Sponsor and the Overall Coordinators (or Chiu & Partners on their behalf), not later than 7:00 p.m. on the Business Day immediately before the Prospectus Date; and (ii) the Conditions Precedent Documents listed in Part B of Schedule 3, in form and substance reasonably satisfactory to the Sole Sponsor and the Overall Coordinators (or Chiu & Partners on their behalf), not later than 7:00 p.m. on the Business Day immediately before the Listing Date (or such later time and/or date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may otherwise agree;

- (b) the Stock Exchange issuing a certificate pursuant to the powers of the SFC under section 342C(5) of the Companies (Miscellaneous) Ordinance delegated to the Stock Exchange certifying that it authorises registration of the Prospectus on the Business Day immediately before the Prospectus Date;
- (c) the registration of one copy of each of the Prospectus certified by or on behalf of two of the Directors or by their respective agents duly authorised in writing (and all other documents required to be attached thereto under the Companies (Miscellaneous) Ordinance) with the Registrar of Companies in Hong Kong in accordance with the requirements of the Companies (Miscellaneous) Ordinance on the Business Day immediately before the Prospectus Date;
- (d) the grant by the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares on the Main Board of the Stock Exchange (including any additional H Shares that may be issued pursuant to the exercise of the Over-allotment Option) having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) on or before the Listing Date (or such later date as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing), and Admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the Main Board of the Stock Exchange;
- (e) admission into CCASS in respect of the H Shares having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) on or before the Listing Date (or such later date as the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing) and admission not subsequently having been withdrawn, revoked or withheld prior to the commencement of trading of the H Shares on the Stock Exchange;

- (f) the due execution and delivery of the International Underwriting Agreement by the Company, the Covenantors, the Overall Coordinators and the International Underwriters on or around the Price Determination Date;
- (g) the obligations of the International Underwriter(s) under the International Underwriting Agreement having become and remaining unconditional in accordance with its terms (save for the condition therein relating to the obligations of the Hong Kong Underwriters under this Agreement having become and remaining unconditional) and the International Underwriting Agreement not having been subsequently terminated in accordance with its terms prior to 8:00 a.m. on the Listing Date;
- (h) the Offer Price having been determined by the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) by entering into the Price Determination Agreement on the Price Determination Date (or such later date as the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) and the Company may agree in writing) in accordance with Clause 2.5 and such agreement not being subsequently having been terminated;
- (i) the warranties set out in Schedule 4 being true and correct at and as of the Closing Date;
- (j) all of the approvals in connection with the application of the Global Offering and the listing of H Shares granted by the relevant governmental authorities, including the CSRC, are valid and are not otherwise revoked, withdrawn, amended or invalidated;
- (k) 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; and
- (l) the Company and the Covenantors having complied with this Agreement and will satisfy all their respective obligations and conditions under this Agreement prior to 8:00 a.m. on the Listing Date.

2.2 Each of the Company and the Covenantors severally agrees with the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) to use their respective reasonable endeavours to procure fulfillment of all the conditions referred to in Clause 2.1 on or before each of the respective dates and time as referred to in Clause 2.1, and in particular shall furnish such information, supply such documents, pay such fees, give such undertakings and do all such acts and things as may reasonably be required by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), the Stock Exchange, the SFC and the Registrar of Companies in Hong Kong in connection with the listing of the H Shares and the fulfillment of such conditions.

2.3 The Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), may, at any time, waive (with or without condition(s)



attached) or modify (in whole or in part) any or all of the conditions referred to in Clause 2.1 (other than those required by law to be satisfied) or extend the deadline for the fulfillment of such condition(s) (save as may be restricted by law) by such number of days and/or hours or in such manner as it may in its reasonable discretion determine and any such extension and the new timetable should be notified in writing by the Sole Sponsor to the other parties to this Agreement on or before the last day on which any condition may be fulfilled.

- 2.4 In the event that the conditions referred to in Clauses 2.1(a)(i) and 2.1(a)(ii) are not satisfied, or waived in whole or in part by the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), or the conditions referred to in Clauses 2.1(b), (c), (d) and (k) have not been satisfied by the time specified therein, or the conditions referred to in Clauses 2.1(e), (f), (g), (h), (i), (j) and (l) (as modified in accordance with Clause 2.3) are not fulfilled or otherwise waived in accordance with Clause 2.3 on or before the date and time specified therefor, then (to the extent not fulfilled or (as the case may be) waived on or before the 30th day after the date of the prospectus or such later date as the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may agree in writing), this Agreement shall terminate and Clause 12.2 shall apply.
- 2.5 The Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall meet or otherwise communicate as soon as reasonably practicable, after the book-building process in respect of the International Offering has been completed, with a view to agreeing the price at which the Offer Shares will be offered pursuant to the Global Offering. If the Company and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) reach agreement on the said price on the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on the Price Determination Date and no extension is granted by the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply.
- 2.6 The Overall Coordinators (for themselves and on behalf of the Underwriters) may, where they seem 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, reduce the number of Offer Shares offered and/or the Offer Price Range below that stated in the Prospectus at any time on or prior to the morning of the Acceptance Date. In such case, the Company will, as soon as practicable following the decision to make such reduction, and in any event not later than the morning of the Acceptance Date, (i) cause to be published on the websites of the Company and the Stock Exchange, respectively, an announcement, cancel the offer and relaunch the offer at the revised number of Offer Shares and/or the revised Offer Price range and the requirements under Rule 11.13 of the Listing Rules (which include the issue of a supplemental prospectus or a new prospectus (as appropriate)). Upon issue of such announcement or supplemental prospectus (as appropriate), the number of the Offer Shares offered in the Global Offering and/or the revised Offer Price range will be final and conclusive, and the Offer Price, if agreed upon by the Overall Coordinators (on behalf of the Underwriters) and the Company, will be fixed within such revised

Offer Price range. The supplemental or new prospectus should include at least the following: updated (i) Offer Price and market capitalisation; (ii) listing timetable and underwriting obligations; (iii) price/earnings multiple, unaudited pro forma and adjusted net tangible assets; and (iv) use of proceeds and working capital adequacy confirmation based on the revised proceeds. The Global Offering must first be canceled and subsequently relaunched on FINI pursuant to the supplemental prospectus

### **3. APPOINTMENTS**

3.1 The Company hereby confirms and acknowledges the appointment of, to the exclusion of all others:

- (a) the Sole Sponsor to act as the sponsor in relation to the application to the Stock Exchange for the grant of the listing of, and permission to deal in, the H Shares as referred to in Recital (F) and CMBC Securities as the Sponsor-Overall Coordinator of the Global Offering for the communication with, and provision of information to, the Stock Exchange and the SFC in accordance with applicable laws or upon request;
- (b) CMBC Securities, China Industrial Securities and Guosen Securities to act as the Overall Coordinators, Joint Global Coordinators, Joint Bookrunners and Joint Lead Managers of the Global Offering pursuant to this Agreement and the Underwriters' activities pursuant to the agreements amongst the underwriters in relation to the Global Offering;
- (c) the Hong Kong Underwriters to act as the joint bookrunners and/or (as the case may be) the joint lead managers of the Global Offering as specified in Schedule 2, and, in such role, the Joint Bookrunners and the Joint Lead Managers shall also assist the Company in such other respects in relation to the Global Offering as the Company, the Overall Coordinators, the Joint Bookrunners and the Joint Lead Managers shall agree;
- (d) CMIs to act as the capital market intermediaries in connection with the Global Offering,

and, relying on the representations, warranties and undertakings herein contained and subject as hereinafter mentioned, (1) CMBC International Capital accepts such appointment as the Sole Sponsor and CMBC Securities accepts such appointment as the Sponsor-Overall Coordinator of the Global Offering; (2) CMBC Securities, China Industrial Securities and Guosen Securities accept such appointment as one of the Overall Coordinators, one of the Joint Global Coordinators, one of the Joint Bookrunners and one of the Joint Lead Managers of the Global Offering; (3) each of the Joint Bookrunners and the Joint Lead Managers accept such appointment as one of the Joint Bookrunners and/or as one of the Joint Lead Managers of the Global Offering; and (4) each of CMIs accept its appointment as one of the capital market intermediaries of the Global Offering on and subject to the terms and conditions of this Agreement and additionally on the terms of the CMBC Engagement Letter, China Industrial Securities Engagement Letter, Guosen Engagement Letter and CMI Engagement Letters to which they are party(ies) respectively.

- 3.2 The appointments referred to in Clause 3.1 are made on the basis, and on terms, that the relevant appointee is irrevocably authorised to delegate, for the purposes of the transactions contemplated herein, all or any of its relevant rights, duties, powers and discretions (other than financial and indemnification obligations in favour of the Company) in such manner which complied with all applicable laws, rules and regulations and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Covenantors) to any one or more of its Affiliates. The relevant appointee shall continue to be bound by the terms of this Agreement and shall remain liable for all acts and omissions of any of its Affiliates to which it delegates the relevant rights, duties, powers and/or discretions pursuant to this Clause notwithstanding any such delegation, and shall ensure the compliance by such Affiliates with all relevant obligations and provisions to which the relevant appointee is subject, or by which the relevant appointee is or will be bound, pursuant to this Agreement or under any applicable laws, rules or regulations.
- 3.3 On the terms and conditions of this Agreement, the Company hereby appoints the Hong Kong Underwriters to the exclusion of all others, and the Hong Kong Underwriters severally accept the appointment, as the exclusive agents of the Company, for the limited purposes to act in such role of the Global Offering as specified in Schedule 2 and to assist the Company in procuring applications in Hong Kong for the Hong Kong Offer Shares at the Offer Price in accordance with this Agreement and the terms and conditions in the Hong Kong Public Offering Documents.
- 3.4 The Company hereby confirms that the appointments under Clause 3.3 confer on each of the Hong Kong Underwriters all powers, authorities and discretions on behalf of the Company in accordance with this Agreement, and which are necessary for or incidental to, the lawful making of the Hong Kong Public Offering and hereby agrees to ratify and confirm everything which each of the Hong Kong Underwriters shall lawfully do in the exercise of such appointment, powers, authorities and discretions under and in accordance with this Agreement. The Company further confirms that it will not itself, and will not appoint any third parties other than the Hong Kong Underwriters hereunder to, offer, sell or distribute the Hong Kong Offer Shares otherwise than in accordance with and on the terms of the Hong Kong Public Offering Documents and this Agreement.
- 3.5 Any transaction properly and lawfully carried out by CMBC International Capital, CMBC Securities, China Industrial Securities and Guosen Securities and the Hong Kong Underwriters in accordance with and under this Agreement (other than under Clause 5) within the scope of the appointments and grants of authorities and discretion contained in this Agreement shall constitute a transaction carried out at the request of, and as agent of, the Company and the Covenantors. None of CMBC International Capital, CMBC Securities, China Industrial Securities and Guosen Securities and the Hong Kong Underwriters shall have any liability in respect of or be responsible for any loss or damage to any persons arising from any such transaction or otherwise in connection with the Global Offering (including but not limited to any omission of information from the Hong Kong Public Offering Documents and/or the International Offering Documents or any information or statement of fact or opinion contained therein being untrue, incorrect or misleading, for which the Company and the Directors

are solely and collectively responsible, except for the legal name, logo, address and description of regulated activities under the SFO (in the case of the Sole Sponsor, as set out in the sub-paragraph headed “7. Qualifications of experts” under the paragraph headed “Other information” of Appendix VI to the Prospectus) of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers) except in respect of any liability arising solely and directly out of the fraud, negligence or default of CMBC International Capital, CMBC Securities, China Industrial Securities and Guosen Securities and/or the Hong Kong Underwriters or any act or transaction carried out by CMBC International Capital, CMBC Securities, China Industrial Securities and Guosen Securities and/or the Hong Kong Underwriters which is outside the scope of the appointments and grants of authorities and discretion contained in this Agreement and/or their respective CMBC Engagement Letter, China Industrial Securities Engagement Letter, Guosen Engagement Letter or CMI Engagement Letters (as the case may be). In particular and without prejudice to the generality of the foregoing, none of CMBC International Capital, CMBC Securities, China Industrial Securities and Guosen Securities and the Hong Kong Underwriters shall have any liability or responsibility whatsoever for any alleged insufficiency of the Offer Price or any dealing price of the Offer Shares.

- 3.6 The Hong Kong Underwriters shall be entitled to enter into sub-underwriting arrangements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitment, provided that no Hong Kong Underwriter shall offer or sell Hong Kong Offer Shares in connection with any such sub-underwriting to any person in respect of whom such offer or sale would be in contravention of applicable laws and the selling restrictions set out in the Prospectus. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. Each relevant Hong Kong Underwriter shall remain liable for all acts and omissions of the relevant sub-underwriter(s), placing agent(s) or distributor(s) with whom it has entered into sub-underwriting arrangement(s) and shall procure the compliance by such sub-underwriter(s), placing agent(s) or distributor(s) with all relevant law, obligations and provisions to which such Hong Kong Underwriter is subject to.
- 3.7 Each of the Company and the Covenantors (collectively, the “**Warrantors**”) acknowledges and agrees:
  - (a) the subscription of the Hong Kong Offer Shares by the Hong Kong Underwriters pursuant to this Agreement, as well as any services rendered by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs (as the case may be) in respect of the Global Offering, are arm’s length commercial transactions between the Company on the one hand, and the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the other Hong Kong Underwriters and the CMIs (as the case may be) on the other hand;
  - (b) in connection therewith and with the process leading to such transactions, each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers ,the

Hong Kong Underwriters and the CMI is acting solely as a principal and not an agent of the Company (except and solely (i) with respect to the Overall Coordinators, for the limited purpose of arranging payment on behalf of the Company for the Stock Exchange trading fee, SFC transaction levy and AFRC transaction levy as set out in Clause 11.2 and; and (ii) with respect to the Hong Kong Underwriters, for the limited purpose of procuring on behalf of the Company subscribers for the Hong Kong Offer Shares comprised in the Hong Kong Offer Shares that were under-subscribed as described in Clause 5.1);

- (c) none of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI is acting as an adviser, agent or fiduciary of the Company or any other person or has assumed a fiduciary responsibility in favour of the Company or any other person with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether it has advised or is currently advising the Company on other matters) or any other obligation to the Company or any other person except the obligations expressly set forth in this Agreement and except for, with respect to the Sole Sponsor and/or the Overall Coordinators, any advice to the Company on matters relating to the Listing application;
- (d) each of the Warrantors has consulted its own legal, accounting, regulatory, tax and financial advisers to the extent it deemed appropriate and shall be responsible for making its own independent investigation and appraisal of the transaction (including the price or market for the H Shares) contemplated by this Agreement, and the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI shall have no responsibility or liability to any of the Warrantors with respect thereto nor any opinion or view expressed by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI shall constitute advice or recommendation to any of the Warrantors;
- (e) any review by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI of the documents and/or other transactions contemplated by or in connection with this Agreement or other matters relating to such transactions shall be performed solely for the benefit of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI and shall not be on behalf of the Company;
- (f) the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI and their respective Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company. Each of the Warrantors irrevocably agrees that it will not claim that the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the

Hong Kong Underwriters and the CMIs (as the case may be) or any of them owes a fiduciary or similar duty to the Company, in connection with such transactions or the process leading thereto; and

- (g) each of the Warrantors waives to the full extent permitted by applicable laws any claims it may have against each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters and the CMIs for any breach or alleged breach of fiduciary duty (if any) arising in any way from or otherwise in connection with the Global Offering.

3.8 The Company hereby confirms and acknowledges that each of the Overall Coordinators has:

- (a) engaged the Company at various stages during the offering process to understand the Company's preferences and objectives with respect to pricing and the desired shareholder or investor base;
- (b) explained the basis of its advice and recommendations to the Company including any advantages and disadvantages, including but not limited to communicated its allocation policy to the Company, and that the Company confirms that it fully understands the factors underlying the allocation recommendations;
- (c) advised the Company in a timely manner, throughout the period of engagement, of key factors for consideration and how these could influence the pricing outcome, allocation and future shareholder or investor base;
- (d) advised the Company on the information that should be provided to the CMIs to enable them to meet their obligations and responsibilities under the Code of Conduct, including information about the Company to facilitate a reasonable assessment of the Company required under the Code of Conduct;
- (e) provided guidance to the Company on the market's practice on the ratio of fixed and discretionary fees to be paid to the CMIs participating in an initial public offering;
- (f) advised and guided the Company and its directors as to their responsibilities under the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other any regulatory authority which apply to placing activities including the Global Offering, and that the Company and its directors fully understand and undertake to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that they have met or will meet these responsibilities; and
- (g) explained the potential concerns and advised the Company against making the decisions where the Company decided not to adopt the advice or recommendations of any Overall Coordinator in relation to pricing or allocation of shares, or where the Company's decisions may lead to a lack of open market, an inadequate spread of investors or may negatively affect the orderly and fair trading of such shares in

the secondary market.

#### **4. THE HONG KONG PUBLIC OFFERING**

- 4.1 Subject to the registration of the Prospectus by the Registrar of Companies in Hong Kong, the Company shall offer the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with the brokerage at the rate of 1%, the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% and AFRC transaction levy at the rate of 0.00015% payable thereon) 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. The Sole Sponsor shall arrange for, and the Company shall cause the Formal Notice to be published on the official website of the Stock Exchange and that of the Company. The Company will, on the Prospectus Date, publish the Prospectus on the official website of the Stock Exchange and that of the Company.
- 4.2 The Company agrees that the Hong Kong Offer Shares (subject to reallocation as provided in Clauses 5.6 and 5.7) shall be divided into two pools for allocation, respectively, to applicants who have applied for the Hong Kong Offer Shares in the aggregate subscription price (excluding the brokerage at the rate of 1%, the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% and AFRC transaction levy at the rate of 0.00015% payable thereon) of HK\$5 million or less and to applicants who have applied for the Hong Kong Offer Shares in the aggregate subscription price (excluding the brokerage at the rate of 1%, the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% and AFRC transaction levy at the rate of 0.00015% payable thereon) of more than HK\$5 million and up to the total value of that pool. For this purpose only, the subscription price for the Hong Kong Offer Shares means the price payable on application therefor (without regard to the Offer Price as finally determined). The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) shall determine the manner and the basis of allocation of the Hong Kong Offer Shares in their sole and absolute discretion. The Overall Coordinators shall, after consultation with the Company and in compliance with all applicable laws, rules and regulations, be entitled to exercise and on behalf of the Company to authorise the Receiving Bank and the H Share Registrar to exercise the discretion on the part of the Company to reject or accept in whole or in part any application for the Hong Kong Offer Shares subject to the authority of the Receiving Bank and the H Share Registrar pursuant to the terms of the Receiving Bank Agreement and the H Share Registrar Agreement respectively, to reject as agent on behalf of the Company any application under the Hong Kong Public Offering received by it which in its reasonable opinion fails to comply with the terms and conditions of the application as set out in the Hong Kong Public Offering Documents and to return the same together with the remittance therefor to the relevant applicant by ordinary post at their own risk, provided always that as regards other grounds for rejection (including, for example, suspected multiple application and over-subscription), these shall remain within the sole and absolute discretion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), after consultation with the Company and the Sole Sponsor.
- 4.3 The application lists for the Hong Kong Public Offering shall open at 11:45 a.m. on the

Acceptance Date and shall close at 12:00 noon on the same day (subject as mentioned under the section headed “How to apply for Hong Kong Offer Shares” in the Prospectus).

- 4.4 The Company has appointed the Receiving Bank to act as receiving bank and shall appoint Nominee to hold the application monies received pursuant to the Hong Kong Public Offering on the terms and on the basis set out in the Receiving Bank Agreement. The Company shall use all best endeavours to procure (i) the Receiving Bank and the Nominee to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions; and (ii) the Nominee to undertake to hold and deal with such application monies on the terms set out in the Receiving Bank Agreement and in accordance with the Hong Kong Public Offering Documents.
- 4.5 The Company undertakes with the Sole Sponsor, the Overall Coordinators, the Joint Global Overall Coordinators, the Joint Bookrunners, the Hong Kong Underwriters and the CMIs to use all best endeavours to procure that the H Share Registrar shall do all such acts and things as may be reasonably required to be done by them in connection with the Hong Kong Public Offering and its associated transactions.

## **5. UNDERWRITING THE HONG KONG PUBLIC OFFERING**

- 5.1 Subject to the terms and conditions of this Agreement and relying on the representations and warranties herein contained, if and to the extent that by 12:00 noon on the Acceptance Date there shall remain any Hong Kong Offer Shares which have not been applied for pursuant to the Hong Kong Public Offering applications which are accepted in whole or in part (the “**Hong Kong Public Offering Under-Subscription**”), each of the Hong Kong Underwriters (other than any Hong Kong Underwriter whose Hong Kong Public Offering Commitment has been reduced by the application for Hong Kong Offer Shares of such Hong Kong Underwriter to zero pursuant to the provisions of Clause 5.1A) shall, subject as provided in Clauses 5.5 and 5.7, agree to subscribe and/or procure subscribers to subscribe for the number of Hong Kong Offer Shares remaining available as a result of the Hong Kong Public Offering Under-Subscription (the “**Unsubscribed Shares**”), as the Overall Coordinators may in their sole and absolute discretion determine, in accordance with the terms and conditions set out in the Hong Kong Public Offering Documents (other than as to the deadline for making the application and those regarding the payment for the Hong Kong Offer Shares),
- 5.1.1 provided that the obligations of the Hong Kong Underwriters in respect of such Unsubscribed Shares under this Clause 5.1 shall be several (and not joint or joint and several);
- 5.1.2 the number of Unsubscribed Hong Kong Offer Shares which each Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 5.1 shall be calculated by applying the formula below (but shall not in any event exceed the maximum number of Hong Kong Offer Shares for such Hong Kong Underwriter as determined in the manner set out in Schedule 2):



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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsubscribed Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 5.1, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsubscribed Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 5.6 and 5.7, as applicable;
- C is the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter;
- P is the number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of such Hong Kong Underwriter;
- AC is the aggregate number of Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clause 2.6, 5.6 and 5.7, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

The obligations of the Hong Kong Underwriters determined pursuant to this Clause 5.1 may be rounded, as determined by the Overall Coordinators in their sole and absolute discretion, to avoid fractions and odd lots. The determination of the Overall Coordinators of the obligations of the Hong Kong Underwriters with respect to the Unsubscribed Hong Kong Offer Shares under this Clause 5.1 shall be final and conclusive. Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to take such action and do (or procure to be done) all such other acts and things required to implement the Hong Kong Public Offering and to comply with all relevant requirements so as to enable the listing of, and permission to deal in, the H Shares on the SEHK to be granted by the Listing Committee.

- 5.1A In relation to each application to purchase the Hong Kong Offer Shares made or procured to be made by any of the Hong Kong Underwriters (“**Underwriters’ Public Offering Applications**”) otherwise than pursuant to the provisions of Clause 5.1, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the application(s) having been marked with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such application having been accepted (whether in whole or in part) pursuant to

the provisions of Clause 4.2 (“**Accepted Underwriters’ Public Offering Applications**”), be reduced *pro tanto* by the number of Hong Kong Offer Shares comprised in such Accepted Underwriters’ Public Offering Applications to the extent that such Underwriters’ Public Offering Application has been accepted until the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter is reduced to zero. Detailed provisions relating to the set-off of the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter are set out in Schedule 6.

- 5.2 The Company agrees with each of the Hong Kong Underwriters that all duly completed and submitted applications received prior to the application lists for the Hong Kong Public Offering being closed and accepted by the Sole Sponsor and the Overall Coordinators pursuant to Clause 4.2, either in whole or in part, will be accepted by the Company before calling upon the Hong Kong Underwriters or any of them to perform the obligations imposed on them by Clause 5.1.
- 5.3 Following the closing of the application lists for the Hong Kong Public Offering, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), and the Company shall, in conjunction with the H Share Registrar, calculate the number of Hong Kong Offer Shares for which applications have been received and shall procure that the applications shall be processed, and the calculation made, as soon as practicable after the closing of the application lists for the Hong Kong Public Offering and the Overall Coordinators shall be entitled to exercise the discretion conferred on them under Clause 4.2.
- 5.4 In the event of a Hong Kong Public Offering Under-Subscription, each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 10:00 a.m. on the first Business Day after the Acceptance Date, subject to the conditions precedent set out in Clause 2.1 having been duly fulfilled or waived in accordance with the terms of this Agreement, pay (or procure payment) to the Overall Coordinators or as they may direct the full amount payable on application (being the Offer Price together with the brokerage at the rate of 1%, the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% and AFRC transaction levy at the rate of 0.00015% payable thereon), for such number of Hong Kong Offer Shares comprising the Hong Kong Public Offering Under-Subscription as may have fallen to be subscribed and paid for by it pursuant to Clause 5.1 and subject to the terms and conditions set out in the Hong Kong Public Offering Documents (as may be appropriate).

The Company shall, as soon as practicable after 8:00 a.m. on the Listing Date, but in no event later than 9:00 a.m. on the Listing Date, against receipt of such applications and payments in relation thereto in accordance with Clause 4, and upon receipt of the list of allottees for the Hong Kong Offer Shares, duly allot and issue 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 issue, and procure the H Share Registrar to duly issue and deliver to the Hong Kong Underwriters (or as they may direct) of valid H 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 HKSCC participants’ account of the applicants.

- 5.5 In the event of a Hong Kong Public Offering Under-Subscription, the Overall Coordinators shall have the right (to be exercised at their sole and absolute discretion (either acting individually or together in such proportions as shall be agreed between themselves) and in relation to which they are under no obligation to exercise) to apply to purchase or procure application to purchase (subject to an in accordance with this Agreement) all or any of the Unsubscribed Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 5.1. Any application pursuant to this Clause 5.5 in respect of which payment is made *mutatis mutandis* in accordance with Clause 5.4 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 5.1 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of underwriting commission.
- 5.6 If the number of Hong Kong Offer Shares which are subject to the accepted Hong Kong Public Offering applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:
- (a) subject to any required reallocation as set out Clause 5.6(b) and relevant requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate Offer Shares from the International Offering to the Hong Kong Public Offering and make available such reallocated Offer Shares as additional Hong Kong Offer Shares to satisfy Hong Kong Public Offering applications;
  - (b) subject to compliance with the applicable Listing Rules, if the Hong Kong Offering Over-Subscription represents a subscription of (i) 15 times or more but less than 50 times; (ii) 50 times or more but less than 100 times; or (iii) 100 times or more, of the number of the Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering, then Offer Shares shall be reallocated to the Hong Kong Public Offering from the International Offer, so that the number of Offer Shares available under the Hong Kong Public Offering will be increased to 3,175,800, 4,234,200 and 5,292,800, respectively, representing approximately 30% (in case of (i)), approximately 40% (in case of (ii) or approximately 50% (in case of (iii), respectively, of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-allotment Option); and
  - (c) if (i) the International Offering is not fully subscribed and the Hong Kong Public Offering is fully subscribed or oversubscribed; or (ii) the International Offering is fully subscribed or oversubscribed and the Hong Kong Public Offering is fully subscribed or oversubscribed with the number of Offer Shares validly applied for in the Hong Kong Public Offering representing less than 15 times of the number of H Shares initially available for subscription under the Hong Kong Public Offering, the Overall Coordinators have the authority to reallocate International Offer Shares originally included in the International Offering to the Hong Kong Public Offering in such number as they deem appropriate, provided that the total number of Offer Shares available under the Hong Kong Public Offering following such reallocation shall be not more than 2,117,200 Offer Shares (representing twice of the total number of Offer Shares initially available under the Hong Kong Public Offering), and the final Offer Price shall be fixed at the low-end of the indicative Offer Price range (i.e., HK\$18.9 per Offer Share) stated in the Prospectus.

In each of the above cases, the number of Offer Shares allocated to the International Offering will be correspondingly reduced, in such manner as the Overall Coordinators deem appropriate, and the respective International Offering purchasing commitments of the International Underwriters may be reduced in such proportions as the Overall Coordinators may in their sole and absolute discretion determine. Such Offer Shares reallocated from the International Offering to the Hong Kong Public Offering will be allocated between pool A and pool B (as described in the Prospectus) in the Hong Kong Public Offering. The Hong Kong Underwriters shall not be entitled to the underwriting commission referred to in Clause 10.1 in respect of Offer Shares reallocated to the Hong Kong Public Offering. Notwithstanding any other provisions of this Agreement, any reallocation of Offer Shares from the International Offering to the Hong Kong Public Offering shall be conducted in accordance with the relevant rules and guidance of the SEHK, including the relevant requirements under any applicable requirements under Chapter 4.14 of the Guide for New Listing Applicants published by the Stock Exchange and the applicable Listing Rules.

- 5.7 If a Hong Kong Public Offering Under-Subscription shall occur, the Overall Coordinators, in their sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of the Unsubscribed Shares from the Hong Kong Public Offering to the International Offering and make available such reallocated Offer Shares as additional International Offer Shares to satisfy demand under the International Offering. In the event of such reallocation, the number of Unsubscribed Shares and the respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters shall be reduced in such manner and proportions as the Overall Coordinators may in their sole and absolute discretion determine. Any Hong Kong Offer Shares which are so reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement. The Hong Kong Underwriters will not be entitled to the underwriting commission referred in Clause 10.1 in respect of the Offer Shares to be reallocated to the International Offering.
- 5.8 The obligations imposed on the Hong Kong Underwriters under this Clause 5 are several (and not joint or joint and several) and, in relation to each Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter shall subscribe and/or procure subscribers to subscribe pursuant to Clause 5.1 shall be up to but not exceeding the number of Hong Kong Offer Shares set opposite the name of each Hong Kong Underwriter in Schedule 2. None of the Hong Kong Underwriters shall be liable for any failure to perform such obligations by any of the other Hong Kong Underwriters (other than itself as Hong Kong Underwriter) and each of the Hong Kong Underwriters shall be entitled to enforce this Agreement either alone or jointly with any of the other Hong Kong Underwriters. As soon as the Hong Kong Offer Shares comprising the Hong Kong Public Offering Underwriting Commitment of a Hong Kong Underwriter shall be subscribed and paid for by such Hong Kong Underwriter and/or subscribers procured such Hong Kong Underwriter and/or otherwise pursuant to this Agreement, the obligations of such Hong Kong Underwriter under Clause 5.1 shall cease.

## **6. PRICE DETERMINATION AND THE INTERNATIONAL OFFERING**

- 6.1 The Offer Price shall be fixed by the Price Determination Date by agreement between the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) after market demand for the Global Offering has been determined, which price (exclusive of the related brokerage at the rate of 1%, the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% and AFRC transaction levy at the rate of 0.00015%) is, expected to be not more than HK\$20.9 per H Share nor is expected to be less than HK\$18.9 per H Share. For the avoidance of doubt, the above-mentioned offer price range is indicative only and the Overall Coordinators (for themselves and on behalf of the Underwriters) may, where considered by it to be appropriate and based on the book-building process, and with the prior consent of the Company, reduce the indicative offer price range below that stated above at any time prior to the Price Determination Date. Upon determination of the Offer Price, the Company and the Overall Coordinators (for themselves and on behalf of the Underwriters) shall enter into the Price Determination Agreement. If the Overall Coordinators (for themselves and on behalf of the Underwriters) are unable to reach an agreement with the Company on the Offer Price at or before 12:00 noon on the Price Determination Date or at such later date as they mutually agree, the Global Offering will lapse.
- 6.2 Subject to the execution of the International Underwriting Agreement by, among others, each of the Company and the Covenantors undertakes with each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Hong Kong Underwriters and the CMIs:
- (a) that the Company will issue and allot and the Covenantors will procure the Company to issue and allot to each of the International Underwriter(s) or as the International Underwriter(s) may direct the International Offer Shares in accordance with the terms of the International Underwriting Agreement;
  - (b) to comply with all the Company's and the Covenantors' respective obligations under the International Underwriting Agreement;
  - (c) not to terminate the International Underwriting Agreement, except for a breach of the obligations on the part of any of the Sole Sponsor, the International Underwriter(s), the Joint Bookrunners, the Joint Lead Managers and the Overall Coordinators and in accordance with the terms of the International Underwriting Agreement, without the consent in writing of the Overall Coordinators (for themselves and on behalf of the Sole Sponsor and the Hong Kong Underwriters); and
  - (d) to notify each of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) if any action is taken or threatened for the termination of the International Underwriting Agreement.
- 6.3 None of the Hong Kong Underwriters shall be liable for any failure on the part of any of the International Underwriter(s) to perform its obligations under the International Underwriting Agreement.

## **7. STABILISATION**

- 7.1 In connection with the Global Offering, CMBC Securities, as stabilisation manager, or any person acting for it (for itself and on behalf of the Underwriters and not as agent for the Company) may, to the extent permitted by applicable law and regulatory requirements of Hong Kong and elsewhere, over-allocate or effect transactions in the market or otherwise with a view to stabilising or maintaining the market price of the Shares at such prices and in such manner as CMBC Securities may determine and at levels those which might not otherwise prevail in the open market. Such stabilisation if commenced shall commence on the Listing Date and may be discontinued at any time at the absolute discretion of CMBC Securities, its affiliates or any person acting for it, and will end on the 30th day after the last day for the lodging of applications under the Hong Kong Public Offering in any event (the “**Stabilising Period**”). Any liability, expenses or loss resulting from such over-allocation and stabilisation or other transactions effected pursuant to this Clause 7.1 calculated on a mark-to-market basis at the end of the Stabilising Period, shall be borne for the respective accounts of the Hong Kong Underwriters in accordance with their respective Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters unless otherwise determined by the Overall Coordinators. Any profit arising from them (for the avoidance of doubt, includes any profit arising from the exercise of the Over-allotment Option) shall be beneficially retained by CMBC Securities and not by the Company. Each of the Hong Kong Underwriters (other than CMBC Securities or any person acting for it) undertakes severally (and not jointly or jointly and severally) to each other party (including the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners and the Joint Lead Managers) that it will not effect or enter into or cause or authorise any other person to effect or enter into any transactions (in the open market or otherwise) or arrangements, whether in Hong Kong or elsewhere, the object of which would be to stabilise or maintain the market price of the H Shares at levels other than those which might otherwise prevail in the open market.

## **8. REPRESENTATIONS AND WARRANTIES**

- 8.1 In consideration of the agreement of each of the Hong Kong Underwriters to underwrite the Hong Kong Public Offering at their request and the acceptance by each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs of their respective appointments under Clause 3, the Company and the Covenantors hereby jointly and severally represent and warrant to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs, to the best of their respective knowledge, information and belief, in the terms set out in Schedule 4, subject to the legal opinions identified in Part A of Schedule 3 hereto and the disclosures fairly made in the Prospectus, the Accounts, the PHIP and/or submissions and subsequent replies and responses made on behalf of the Company to the Stock Exchange, the SFC or other regulatory bodies in respect of the Listing Application.
- 8.2 The representations and warranties contained in Schedule 4 are deemed to be given as

at the date hereof with respect (where relevant) to the Prospectus, and other report(s), letter(s), opinion(s) (legal or otherwise) referred to or mentioned in the Hong Kong Public Offering Documents and the other documents in the form of the drafts annexed hereto or, as the case may be, in the agreed form. In addition, the said representations and warranties shall be deemed to be repeated (i) at the time of the closing of the application lists in respect of the Hong Kong Public Offering; (ii) immediately prior to the signing of the Price Determination Agreement; (iii) the Closing Date; (iv) immediately prior to the Termination Time (as defined in Clause 12.1); and (v) immediately prior to the commencement of dealings in the Shares on the Stock Exchange, in each case with reference to the facts and circumstances then subsisting.

- 8.3 Each of the Company and the Covenantors will not, and will procure that no company in the Group will, do or omit to do anything which would cause any of the representations and warranties contained in Clause 8.1 and Schedule 4 to be untrue in any material aspect if repeated at any time prior to the closing of the application lists in respect of the Hong Kong Public Offering, the Closing Date, or as the case may be, immediately prior to the commencement of dealings in the Shares on the Stock Exchange with reference to the facts and circumstances then prevailing.
- 8.4 If, prior to the issue of the Prospectus or on or prior to the commencement of dealings in the H Shares on the Stock Exchange, any matter or event comes to the attention of the Company, the Covenantors or any of them as a result of which any of the representations or warranties set out in Clause 8.1 and Schedule 4, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any material aspect or which would or might render untrue, inaccurate or misleading in any material aspect any statement, whether of fact or opinion, contained in the Prospectus if the same were issued immediately after such occurrence, the Company and the Covenantors, as the case may be, shall forthwith notify the Sole Sponsor (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) and, but without prejudice to the rights of the Overall Coordinators and the Hong Kong Underwriters pursuant to Clause 12, the Company and the Sole Sponsor (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) shall forthwith consult each other with a view to agreeing on what changes, if any, should be made to the Prospectus or, if the Prospectus has already been published, what announcement, circulars or other documents, if any, should be made or despatched. The Company agrees not to make any such changes or announcements or despatch any such circular or other document without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the Sole Sponsor (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters).

## **9. UNDERTAKINGS**

- 9.1 The Company undertakes to each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that it will, and each of the Covenantors jointly and severally undertakes (other than subparagraphs (i) and (k) below) to each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to

procure that the Company will:

- (a) comply in all material respects with the terms and conditions of the Global Offering and, in particular, without limitation:
  - (i) comply with all applicable laws in effect from time to time, in particular, to comply with the obligations imposed upon it by the Companies Ordinance, the Companies (Miscellaneous) Ordinance, the SFO, the Listing Rules and the CSRC Rules in respect of or by reason of the making of the Global Offering, and the proposed listing of the H Shares on the Stock Exchange, including, but without limitation, the making of all necessary filings with the Registrar of Companies in Hong Kong, the Stock Exchange, the SFC and the CSRC, including but not limited to lodging with the SEHK 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 SEHK and the HKSCC, and displaying on the websites of the Stock Exchange and the Company of the documents referred to in the paragraph headed “Documents available for display” in Appendix VII to the Prospectus during the period specified in that paragraph; and
  - (ii) take all reasonable steps as lie within its power and control but subject to restrictions and requirements under relevant laws, rules and regulations, or by relevant regulatory, judicial or governmental body to provide all such information, pay all such fees, deliver all such documents and do all such things as may be reasonably required by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Hong Kong Underwriters and the Stock Exchange, the SFC and/or the CSRC in accordance with relevant laws and regulations so as to carry into effect the Global Offering in accordance with the terms of this Agreement and the Hong Kong Public Offering Documents and enable the listing of, and permission to deal in, the H Shares to be granted and maintained;
- (b) do all such lawful acts and things as may reasonably be required to be done, supply all such information, pay all such fees, and deliver all such documents as are reasonably required by HKSCC for accepting the H Shares for deposit, clearance and settlement in CCASS established and operated by HKSCC with effect from the commencement of the listing of, and dealing in, the Shares on the Stock Exchange and shall comply with the requirements of HKSCC from time to time such that the H Shares will remain eligible for deposit, clearance and settlement in CCASS except withdrawal of listing of the H Shares;
- (c) after determination of the basis of allocation, the Company shall allot and issue (subject to and on terms of the Hong Kong Public Offering Documents) 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 under Clause 5.1, to the applicants referred to in Clause 11.1 on terms that they rank *pari passu* in all respects with the Shares in issue on the date of such allotment and issue and will be entitled to all dividends and other distributions thereafter



declared, paid or made on the Shares with a record date which falls after the Listing Date;

- (d) as soon as practicable following announcement of the basis of allotment of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on the Despatch Date, it shall cause definitive certificates for the Hong Kong Offer Shares to be posted to such successful and partially successful applicants at their own risk or, in the case of successful and partially successful applications made through electronic application instructions to HKSCC, to be duly delivered to the depositary for HKSCC for credit to such CCASS Participants' account or CCASS Investors Participants' account as the case may be and subject to the Global Offering having becoming unconditional, procure the names of successful applicants of the Hong Kong Public Offering or, where relevant, HKSCC Nominees Limited to be entered in the register of members of the Company kept in Hong Kong;
- (e) use all reasonable endeavours to procure that the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee will comply in all material respects with the terms of their respective appointments and will do all such acts and things as may be required to be done by each of them in connection with the Hong Kong Public Offering and in particular, but without limitation, the H Share Registrar Agreement and the Receiving Bank Agreement, respectively. None of the terms of the appointments of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Bank and the Nominee in relation to their respective roles for the purpose of the Global Offering shall be amended without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the Sole Sponsor (for itself and on behalf of the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers and the Hong Kong Underwriters);
- (f) for the purposes of the application for listing of the H Shares and the Global Offering only, comply with the Listing Rules in all material respects in relation to any supplementary listing documents and further agrees not to issue, publish, distribute or make available any announcement, circular or document without the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the Sole Sponsor (for itself and on behalf of the Overall Coordinators, the Joint Bookrunners, the Joint Global Coordinators, the Joint Lead Managers and the Hong Kong Underwriters);
- (g) for the purposes of the application for listing of the H Shares and the Global Offering only, as soon as practicable and by no later than the Listing Date, deliver to the Stock Exchange the declaration in the form set out in Form F (published in the "Regulatory Forms" section of the SEHK's website) via FINI and adopting FINI for admission of trading and the collection of specified information on subscription and settlement in all material respects;
- (h) use its best endeavours to procure that none of the connected persons (as defined in the Listing Rules) of the Company will apply for or acquire any Offer Shares either in their own names or through nominees unless permitted to do so under

the Listing Rules and obtain all requisite confirmation(s) from the Stock Exchange to that effect;

- (i) pay any tax, duty, levy, fee or other charge or expense which may be payable by the Company in Hong Kong, the PRC, Thailand and Indonesia, whether pursuant to the requirement of any law, rule or regulation or otherwise, in connection with the creation, allotment and issue of the Offer Shares and the H Shares to be issued upon the exercise of of the Over-allotment Option, the Global Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement (save with respect to the payment obligation provided in Clause 11.2 where payment shall be expressed therein to be arranged by the Sole Sponsor, the Nominee, the H Share Registrar and/or the Overall Coordinators or any of them);
- (j) use the net proceeds received by it from the Global Offering in the manner and within the timeframe specified under the section headed “Future plans and use of proceeds - Use of proceeds” in the Prospectus; and not to change or propose to change such use or announce any intention to do so, unless with the prior written consent (such consent not to be unreasonably withheld, conditioned or delayed) of the Sole Sponsor and the Overall Coordinators;
- (k) from the date hereof until 5:00 p.m. on the date which is the third Business Day after the date falling thirty days after the Prospectus Date, the Company will not (i) declare, pay or otherwise make any dividend or distribution of any kind on its share capital nor (ii) change or alter its capital structure (including but not limited to alteration to the nominal value of the Shares whether as a result of consolidation, sub-division or otherwise), other than pursuant to the Global Offering or the allotment and issue of H Shares pursuant to the exercise of the Over-allotment Option;
- (l) maintain a listing for the H Shares on the Stock Exchange for at least one year from the Listing Date except following a withdrawal of such listing which has been commenced and approved by the relevant shareholders of the Company (such withdrawal of listing not having been sought or initiated by the Company or any of the Covenantors) in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) becoming unconditional;
- (m) the Company shall appoint and maintain the appointment of a compliance adviser as required by the Listing Rules, and seek and obtain continuing compliance advice for the Company and its directors as required in respect of the compliance adviser under the Listing Rules;
- (n) the Company shall, during a period of one year from the Prospectus Date, deliver to the Sole Sponsor and the Overall Coordinators as soon as they are available, copies of all reports or other communications (financial or other) provided to shareholders of the Company, and subject to such laws, rules regulations and obligations restricting the Group from making disclosure, copies of any reports and financial statements provided to or filed with the Stock Exchange or any securities exchange on which any class of securities of the Company is at the

time also listed; and

- (o) the Company shall comply, cooperate and assist with record-keeping obligations of the Company, the Overall Coordinators and the CMIs under the Code of Conduct and the Listing Rules, including but not limited to, in the situation where the Company may decide to deviate from the advice or recommendations by an Overall Coordinator.

9.2 Each of the Covenantors jointly and severally undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs to use their best endeavours to procure that the Company complies with its undertakings referred to in Clause 9.1 and to do all such acts and things within its powers as may be reasonably required to give effect to the same.

9.3 Without prejudice to Clauses 9.1 and 9.2, each of the Covenantors jointly and severally undertakes to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that they will comply with the Listing Rules and all applicable law and regulations (whether or not having the force of law) in connection with the Global Offering.

## **10. FEES AND EXPENSES**

10.1 Subject to the provisions of this Clause 10:

- (a) the Company shall pay or cause to be paid to the Hong Kong Underwriters (i) an aggregate underwriting commission, in Hong Kong dollars, at the rate of 3.0% of the aggregate final Offer Price in respect of all of the Hong Kong Offer Shares (excluding such Offer Shares reallocated to and from the Hong Kong Public Offering pursuant to Clause 5) (the “**Underwriting Commission**”), out of which the Hong Kong Underwriters will pay any sub-underwriting commission (if any). The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission shall be set out in the International Underwriting Agreement, provided that any adjustment to the allocation of the fixed fee to each CMI as set out in the CMBC Engagement Letter, China Industrial Securities Engagement Letter, Guosen Engagement Letter and CMI Engagement Letters entered into between the Company and the relevant syndicate CMIs shall be in compliance with the Listing Rules; and (ii) in addition to (i), the Company may, at its sole and absolute discretion, pay to the Hong Kong Underwriters an incentive fee, in Hong Kong dollars (the “**Discretionary Fee**”), of up to 1.0% of the aggregate final Offer Price for the Hong Kong Offer Shares, such amount to be allocated to or among one or more of the Hong Kong Underwriter(s) in such a manner as the Company may at its sole and absolute discretion determine. The Company shall determine the actual Discretionary Fee (if any) to be paid (including the respective entitlements of each Hong Kong Underwriter to such Discretionary Fee) to the Hong Kong Underwriters on the date of the International Underwriting Agreement (i.e. on or around 6 June 2025) and shall notify the Overall Coordinators on the same

date. The time, amount and allocation of the Discretionary Fee to be paid to the Hong Kong Underwriters shall be determined in the International Underwriting Agreement; and

- (b) the Company shall pay to the Sole Sponsor the fees (including the sponsor's fee and other amounts payable by the Company to the Sole Sponsor under the CMBC Engagement Letter), costs, charges and expenses howsoever incurred in connection with the Global Offering (including costs of the Underwriters' legal advisers) and any other out-of-pocket expenses incurred by the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters or any of them in connection with the Global Offering and its associated transactions to the extent such costs, fees and expenses are not paid under Clause 10.2. For the avoidance of doubt, if any of such costs, fees, expenses and charges, etc. shall have been paid or deducted under other clauses of this Agreement, or the International Underwriting Agreement, it will not be payable again hereunder.

10.2 Save as otherwise provided in this Agreement, the Company shall pay all fees, costs, charges and other expenses of and in connection with the Global Offering and the listing of H Shares on the Stock Exchange and this Agreement and the transactions contemplated hereby, including, but not limited to:

- (a) printing, translation, despatch and distribution costs and expenses for the Prospectus, the International Offering Documents, the H Share certificates for the Offer Shares, letters of regret, and other documents related and/or incidental to the Global Offering;
- (b) the fees and reasonable and proper expenses for the Reporting Accountants, the Company's legal advisers, the Underwriters' legal advisers, the industry consultant, the overseas legal advisers, the financial printer, the Receiving Bank, the H Share Registrar, the public relations consultants, other agents and advisers of the Company relating to the Global Offering (including but not limited to the fees and expenses of professional consultants in respect of the internal control review of the Group);
- (c) fees payable to the Stock Exchange and the SFC (including the Stock Exchange trading fee at the rate of 0.00565%, the SFC transaction levy at the rate of 0.0027% payable and AFRC transaction levy at the rate of 0.00015% by the Company in respect of the Offer Shares but excluding such amount payable by the applicants for H Shares for avoidance of doubt), the Companies Registry in Hong Kong;
- (d) the costs and expenses of printing and distribution of research reports, conducting the syndicate analysts' briefing and other presentations relating to the Global Offering;
- (e) all roadshow costs and expenses (including without limitation all costs and expenses relating to the travel of the relevant parties, the production and distribution of marketing materials and souvenirs);
- (f) all fees and expenses related to the application for listing of the Offer Shares on

the Stock Exchange, the filing or registration of any documents with any relevant authority and the qualification of the Offer Shares in any jurisdiction;

- (g) all costs of preparation, printing, despatch and distribution (including transportation, packaging and insurance) of H Share certificates and letters of regret;
- (h) fees and expenses related to litigation searches, bankruptcy searches and directorship searches;
- (j) the costs of despatch and distribution of the International Offering Documents in all relevant jurisdictions;
- (k) CCASS transaction fees payable on the initial transfer within CCASS of International Offer Shares to the placees under the International Offering;
- (l) CCASS transaction fees payable on the initial transfer within CCASS of Hong Kong Offer Shares to the Hong Kong Underwriters (if applicable) and/or successful applicants of Hong Kong Public Offering whose applications have been made by giving electronic application instructions to HKSCC via CCASS;
- (m) any duty or other similar tax arising on the Global Offering, creation and issue and transfer of the H Shares in issue, the Offer Shares, the Over-allotment Shares (where applicable) which are or may be required to be paid under the laws of Hong Kong or the PRC;
- (n) fees and expenses of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs and their respective Affiliates incurred in connection with any marketing of the Hong Kong Offer Shares or the Company in Hong Kong and other relevant jurisdictions (if any);
- (o) fees and expenses of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the International Underwriter(s), the CMIs and their respective Affiliates and selling agents incurred in connection with any marketing, placing and allocation of the International Offer Shares or the Company in Hong Kong and other relevant jurisdictions (if any) (including but not limited to such fees and expenses of CMBC Securities in connection with the implementation of any stabilisation action(s); and
- (p) other costs and expenses relating to the Global Offering as have been separately agreed in writing by the Company in advance.

The Company shall within 15 Business Days upon request reimburse to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, each of the Hong Kong Underwriters and the CMIs the amount of any such fee, cost, charge or expense or any part thereof which it may have paid on behalf of the Company and for which the

Company is liable pursuant to the terms of this Agreement, to the extent such reimbursement has not already been made under any other clause of this Agreement.

- 10.3 The Company agrees that such Underwriting Commission, Discretionary Fee (if any), fees, costs, charges and expenses referred to in Clause 10.1 or 10.2, or the balance thereof, are due upon the same being incurred (or, if they have already been incurred, upon the date of this Agreement) and shall be settled by the proceeds received by the Company under the International Underwriting Agreement in accordance to the terms and conditions of the International Underwriting Agreement.
- 10.4 If this Agreement shall be rescinded or terminated or not become unconditional or for any other reason the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission or Discretionary Fee (if any) under Clause 10.1(a) but the Company shall pay or reimburse to the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and to each of the relevant party all costs, charges and expenses which have been properly and reasonably incurred or paid by any of them and which are referred to in Clauses 10.1(b) and/or 10.2.

## **11. ALLOTMENT AND PAYMENT OF APPLICATION MONIES**

- 11.1 Upon receipt by the H Share Registrar of the accepted Hong Kong Public Offering applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event no later than 9:00 a.m. on the Despatch Date:
- (a) duly allot and issue, conditional upon the fulfillment of the conditions referred to in Clause 2.1 ((unless modified or waived in accordance with the terms of this Agreement), the Hong Kong Offer Shares in accordance with the relevant sections of the Hong Kong Public Offering Documents and the Operative Documents to the successful applicants and in the numbers specified by the Overall Coordinators on terms that they rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment, and that they will rank *pari passu* in all respects with the International Offer Shares;
  - (b) procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
  - (c) procure that H share certificates in respect thereof (each in a form and substance complying with the Listing Rules and in such number and denominations as directed by the Overall Coordinators ) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, Hong Kong Securities Clearing Company Limited for immediate credit to such CCASS stock accounts as shall be notified by the Overall Coordinators to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Public Offering Documents and the Operative Documents.

11.2 The application monies received in respect of the Hong Kong Offer Shares (together with the accrued interest, if any, on the full amount of the application monies) and held by the Nominee will, subject to this Agreement becoming unconditional and the termination right of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) pursuant to Clause 12 not being exercised, shall be paid in Hong Kong dollars to the Company prior to 9:30 a.m. on the Listing Date (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Nominee receiving written confirmation from the Overall Coordinators that the conditions referred to in Clause 2.1 have been fulfilled or waived in accordance with this Agreement and the H Share certificates have been despatched to the successful applicants of the Hong Kong Offer Shares or HKSCC Nominees Limited (as the case may be), by a cheque (crossed “account payee only”) payable to the Company or by such other means as may be agreed between the Company and the Overall Coordinators, provided, however, that:

- (a) the Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee (prior to payment of the application monies to the Company on and at the date and time as aforesaid) to deduct from such application monies received in respect of the Hong Kong Public Offering applications for the Hong Kong Offer Shares offered by the Company and pay:
  - (i) all such fees, expenses and monies payable by the Company to the Receiving Bank (for and on behalf of itself and the Nominee) and the H Share Registrar in the manner as stipulated in the Receiving Bank Agreement and H Share Registrar Agreement;
  - (ii) the amount payable by all the successful applicants under the Hong Kong Public Offering and the Company pursuant to Clause 11.3; and
  - (iii) any other amount (including those referred to in Clause 10.2) which is so deductible for which the Company and the Overall Coordinators have approved and agreed in writing.

The net amount payable to the Company pursuant to this Clause 11.2 shall (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of (i) successful HK eIPO White Form applicants under the Hong Kong Public Offering to refunds of the application monies received in respect of the Hong Kong Offer Shares; and (ii) successful and unsuccessful HK eIPO White Form 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 terms of the Hong Kong Public Offering specified in the Hong Kong Public Offering Documents.

- (b) to the extent that the amounts deducted by the Nominee under Clause 11.2(a) are insufficient to cover, or the Nominee does not or will not deduct from the application monies in accordance with Clause 11.2(a), the amounts payable by the Company pursuant to Clause 10, the Overall Coordinators shall be entitled to deduct from the placing monies from the International Offering in accordance with the International Underwriting Agreement for settlement of such amounts,

and the Company shall pay or cause to be paid in full any shortfall or the amounts not so deducted, as applicable, as soon as possible after the Listing Date within 15 Business Days from the date of receipt of written demand.

- 11.3 Subject to the receipt of the applicable monies pursuant to Clause 11.2, the Overall Coordinators, on behalf of the Hong Kong Underwriters, shall arrange for the payment of the Nominee (i) on behalf of all successful applicants under the Hong Kong Public Offering to the members of the Stock Exchange and/or the Hong Kong Underwriters (as the case may be) of the brokerage at the rate of 1.0% of the Offer Price in respect of successful applications for the Hong Kong Offer Shares; (ii) on behalf of the Company and all successful applicants, to the Stock Exchange trading fee, to the AFRC transaction levy and to the SFC of the SFC transaction levy, in each case in respect of accepted Hong Kong Public Offering applications, all such amounts to be paid out of the application monies. The Overall Coordinators are hereby irrevocably and unconditionally authorised by the Company to direct the Nominee to deduct and pay such amounts.
- 11.4 The Company agrees that the application monies received in respect of Hong Kong Public Offering applications shall be credited to a separate bank account with the Nominee pursuant to the terms of the Receiving Bank Agreement.
- 11.5 The Company acknowledges and agrees that none of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs has any liability whatsoever under Clause 10 or Clause 11 or otherwise for any default by the Nominee or any other application or otherwise of funds.

## **12. TERMINATION AND FORCE MAJEURE**

- 12.1 The Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) are entitled to terminate this Agreement by giving written notice at any time before 8:00 a.m. (Hong Kong time) on the Listing Date (“**Termination Time**”) to the Company if any of the following events shall occur prior to the Termination Time:
- (a) there comes to the notice of any of the Sole Sponsor, the Overall Coordinators or any of the Hong Kong Underwriters of any matter or event showing any of the representations, warranties or undertakings contained in this Agreement given by the Company or any of the Covenantors to be untrue, inaccurate or misleading in any material respect when given or repeated or there has been a breach of any of the warranties or any other obligations imposed on any party to this Agreement (other than those undertaken by the Hong Kong Underwriters, the Sole Sponsor and/or the Overall Coordinators) which, in any such cases, is considered, in the sole and reasonable opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), to be material and adverse in the context of the Global Offering; or
  - (b) any statement contained in any of the Hong Kong Public Offering Documents has become or been discovered to be untrue, incorrect or misleading in any material respect; or



- (c) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the sole and reasonable opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), a material omission in the context of the Global Offering; or
- (d) any event, act or omission which gives or is likely to give rise to any material liability of the Company or any of the Covenantors arising out of or in connection with any representations, warranties or undertakings contained in this Agreement; or
- (e) the International Underwriting Agreement is terminated pursuant to its terms; or
- (f) there shall have developed, occurred, existed or come into effect any event or series of events, matters or circumstances whether occurring or continuing before, on and/or after the date of this Agreement and including an event or change in relation to or a development of an existing state of affairs concerning or relating to any of the following:
  - (i) any new law or regulation or any material change in existing laws or regulations or any material change in the interpretation or application thereof by any court or other competent authority in Hong Kong, the PRC, Thailand, Indonesia, any of the jurisdictions in which the Group operates or has or is deemed by any applicable law to have presence (by whatever name called) or any other jurisdiction relevant to the Group (the “**Relevant Jurisdictions**”); or
  - (ii) any change in, or any event or series of events or development resulting or likely to result in any material change in the local, national, regional or international financial, currency or stock market conditions or prospects, or political, military, industrial or economic conditions or prospects in the Relevant Jurisdictions; or
  - (iii) any change in the conditions of Hong Kong, the United States, the PRC or international equity securities or other financial markets; or
  - (iv) the imposition of any moratorium, suspension or restriction on trading in securities generally on any of the markets operated by the Stock Exchange due to exceptional financial circumstances or otherwise; or
  - (v) any change or development involving a prospective change in taxation or exchange control (or the implementation of any exchange control) in the Relevant Jurisdictions; or
  - (vi) any change or prospective change in the business or in the financial or trading position or prospects of any member of the Group; or
  - (vii) the imposition of economic sanction or withdrawal of trading privileges, in whatever form, by the United States, the European Union (or any

member thereof), the United Nations or Australia on Hong Kong or the PRC; or

- (viii) a general moratorium on commercial banking activities in the PRC or Hong Kong declared by the relevant authorities;
- (ix) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, economic sanctions, fire, flood, explosion, epidemic, outbreak of an infectious disease, calamity, crisis, terrorism, strike or lock-out (whether or not covered by insurance); or
- (x) any other change whether or not *ejusdem generis* with any of the foregoing,

which, in the sole and reasonable opinion of the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) acting in good faith:

- (aa) is or will be material and adverse to the business, financial or trading condition or prospects of the Group taken as a whole or, in the case of sub-clause (iv) above, on any present shareholder in his/her/its capacity as such shareholder of the Company; or
- (bb) has or will have a material adverse effect on the success of the Global Offering as a whole or the level of the Offer Shares being demanded, applied for or accepted, or the distribution of the Offer Shares; or
- (cc) for any reason makes it materially impracticable or inadvisable or inexpedient to proceed with the Global Offering as a whole.

For the purposes of this Clause 12.1, a change in the system under which the value of the Hong Kong currency is linked to that of the currency of the United States or any change of the value of Hong Kong currency under such system shall be taken as an event resulting in a change in currency conditions.

12.2 Upon the giving of the notice referred to in Clause 12.1, or upon the termination of this Agreement pursuant to the provision of Clause 2.4 or the Global Offering shall not proceed pursuant to operation of Clause 7.1:

- (a) all the rights and obligations of each of the parties hereto hereunder shall cease and determine and all payments, if any, made by the Hong Kong Underwriters under this Agreement and/or by applicants for the Hong Kong Offer Shares shall be refunded forthwith (subject to the terms of the Hong Kong Public Offering Documents) without interest;
- (b) no party shall have any claim against any other party or parties in respect of any matter or thing arising out of or in connection with this Agreement, save in respect of the provisions of this Clause 12, Clauses 14 to 21 and any rights or obligations which may be accrued under this Agreement prior to such termination;

- (c) the Company shall pay the fees, charges and expenses for which it is responsible as provided in Clauses 10.1(b) and 10.2 as soon as practicable and in any event within 15 Business Days from the date of receipt of written demand for payment in accordance with Clauses 10.1(b) and 10.2 of the same; and
- (d) where such termination takes place prior to the Despatch Date, the Company shall procure that the H Share Registrar shall not despatch or make available for collection certificates for the H Shares on the Despatch Date. All certificates in respect of the H Shares issued pursuant to this Agreement for the purposes of the Global Offering shall be deemed to be ineffective.

### 13. **DISPOSAL, ISSUE AND REPURCHASE OF SHARES, ETC.**

13.1 Each of the Covenantors jointly and severally undertakes to the Company, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that, save as (i) pursuant to the Global Offering (including the Over-allotment Option); or (ii) permitted under the Listing Rules and only after the consent of any relevant PRC regulatory authority (if so required) has been obtained:

- (a) he/she/it shall not, and shall procure that none of his/her/its Associates or any company controlled by him/her/it or any of his/her/its Associates, nominees or trustees holding in trust for him/her/it will, at any time during the period commencing from the date by reference to which disclosure of his/her/its shareholding is made in the Prospectus and ending on the date which is six months from the Listing Date (the “**First Lock-up Period**”), sell, transfer or otherwise dispose of (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance, Chapter 155 of the Laws of Hong Kong (the “**Banking Ordinance**”)), or enter into any agreement (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance)) to sell, transfer or dispose of, or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares (or any interest therein) directly or indirectly owned by him/her/it or in which he/she/it is, directly or indirectly, interested immediately after completion of the Global Offering or any interest in any shares in any company controlled by him/her/it which is the beneficial owner of any of these Shares, or enter into any swap or other arrangements that transfer the economic consequences of ownership of such Shares or interest, whether any of the foregoing transactions or arrangement is to be settled by delivery of such Shares or other securities, in cash or otherwise, or offer or agree to do any of the foregoing or announce any intention to do so, provided that the foregoing restriction shall not apply to any Shares which any of them may acquire or become interested in following the Listing Date provided further that any such acquisition would not result in any breach of Rule 8.08 of the Listing Rules;
- (b) each of the Covenantors shall not, and shall procure that none of his/her/its Associates or any company controlled by him/her/it or any of his/her/its

Associates, nominees or trustees holding in trust for him/her/it will, at any time during the six months commencing on the date on which the First Lock-up Period expires (the “**Second Lock-up Period**”), sell, transfer or otherwise dispose of (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance), or enter into any agreement (other than by way of a security for a bona fide commercial loan in favour of an authorised institution (as defined in the Banking Ordinance)) to sell, transfer or dispose of, or otherwise create any options, rights, interests or encumbrances in respect of, any of the Shares (or any interest therein) directly or indirectly owned by him/her/it or in which he/she/it is, directly or indirectly, interested immediately after completion of the Global Offering or any interest in any shares in any company controlled by him/her/it which is the beneficial owner of any of these Shares, or announce any intention to do so, if, immediately following such action, the Covenantors, when taken together, would cease to be a group of controlling shareholders (as defined in the Listing Rules) of the Company; and

- (c) without prejudice to the undertakings as referred to in paragraphs (a) and (b) above, during the period commencing on the date by reference to which disclosure of his/her/its direct or indirect shareholding in the Company is made in the Prospectus and ending on the date which is 12 months from the Listing Date, he/she/it shall:
  - (i) when he/she/it pledges or charges or otherwise create any rights of encumbrances over any Shares or other securities of the Company or those of each of the Covenantors beneficially owned by him/her/it in favour of an authorised institution (as defined in the Banking Ordinance) pursuant to Note (2) to Rule 10.07(2) of the Listing Rules, immediately inform the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) of such pledge or charge or creation of the rights of encumbrances together with the number of the securities so pledged or charged and all other information as requested by the Company, the Sole Sponsor and/or the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters); and
  - (ii) subsequent to the pledge or charge or creation of rights or encumbrances over the Shares (or interest therein) or other shares or interests as mentioned in sub-paragraph (i) above, when he/she/it receives any indications, either verbal or written, from the pledgee or chargee that any of the pledged or charged or encumbered securities as referred to in sub-paragraph (i) above will be disposed of, immediately inform the Company of such indications, and inform the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) as soon as practicable thereafter (taking into account the requirements of applicable laws, rules and regulations) of such indications.

13.2 The Company undertakes to and covenants with the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint

Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs that without the prior written consent of the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) (such consent not to be unreasonably withheld, conditioned or delayed) and subject always to the requirements of the Stock Exchange and the consent of the relevant PRC regulatory authority (if so required), save for the Offer Shares, the Over-allotment Shares upon the exercise of the Over-allotment Option, any Shares which may fall to be issued in compliance with the Listing Rules, the Company shall not:

- (a) allot and issue, accept subscriptions for, offer, sell or contract to sell, grant or agree to grant any option or other right in, directly or indirectly, conditionally or unconditionally, any shares, warrants or other convertible or exchangeable securities carrying the right to subscribe for or exchangeable into shares or other securities of the Company, or offer or agree to do any of the foregoing or announce any intention to do so at any time during the First Lock-up Period; or
- (b) at any time during the First Lock-up Period, subject to the Listing Rules and the Hong Kong Codes on Takeovers and Mergers, make or agree to make any repurchase any Shares or other securities of the Company.

The Company further agrees that, in the event of an issue or disposal of any Shares or any interest therein during the Second Lock-up Period, it shall take all reasonable steps to ensure that it will not create disorderly or false market in the Shares or any other securities of the Company.

#### 14. **INDEMNITIES**

- 14.1 The Company and the Covenantors jointly and severally agree and undertake to indemnify and hold harmless the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs and each of them, for themselves and as trustees for their respective directors, officers and employees (collectively the “**indemnified parties**” and individually, an “**indemnified party**”) against any claims, actions, liabilities, proceedings or damages which may be made or established against the indemnified parties or any of them by any party including any applicant of the Hong Kong Offer Shares or any subsequent purchaser or transferee of any Hong Kong Offer Shares or any governmental agency or regulatory body, and against all costs, charges, losses or expenses which the indemnified parties or any of them may suffer or incur in disputing any such claim or defending any such action or proceedings, on the grounds of or otherwise arising out of or in connection with:

- (a) the execution, delivery and/or performance by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs of their respective obligations hereunder and in accordance with this Agreement; or
- (b) the issue, publication, circulation, distribution, use or making available of the Hong Kong Public Offering Documents, the International Offering Documents

and/or any notices, announcements, advertisements, communications or other documents relating to or connected with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them); or

- (c) the allotment and issue of the Hong Kong Offer Shares; or
- (d) any representation, statement of fact or opinion, estimate or forecast made by the Company or the Directors and contained in the Hong Kong Public Offering Documents, the International Offering Documents, the CSRC Filings and/or any notices, announcements, advertisements, communications or other documents relating to or connected with the Global Offering, or any amendment or supplement thereto (in each case, whether or not approved by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters, the CMIs or any of them) being, or being alleged to be, materially untrue, incomplete, inaccurate or misleading or not honestly or reasonably held in any material respect or the fact or any allegation that the Prospectus does not contain all information of the Global Offering or otherwise required by applicable laws in Hong Kong, the Listing Rules or the CSRC Rules to be stated therein or necessary to enable an informed assessment to be made of the assets, liabilities, earnings, financial or trading position or prospects of the Group; or
- (e) any material breach of any of the representation, warranties and undertakings of the Company or any of the Covenantors contained in this Agreement; or
- (f) the Global Offering failing to comply with the requirements of the Listing Rules, or any law of any applicable jurisdiction, or any condition or term of any approvals and filings in connection with the Global Offering; or
- (g) any failure by any of the Company or its Directors to comply with their respective obligations under the Listing Rules or the CSRC Rules in connection with the Global Offering; or
- (h) the material breach by any member of the Group or the Covenantors of applicable laws and regulations in connection with the Global Offering; or
- (i) any other matter arising in connection with the Global Offering,

provided that the indemnity contained in this Clause 14.1 shall not apply in respect of an indemnified party to the extent that any such claim, action, liabilities, loss, proceedings or damages made against, or any such payment, cost and expenses made, suffered or incurred by such indemnified party is finally judicially determined by a court of competent jurisdiction or finally determined by a properly constituted arbitral panel (as the case may be) to have arisen solely and directly out of any fraud, gross negligence or wilful default of such indemnified party. The non-application of the indemnity contained in this Clause 14.1 in respect of any one indemnified party shall not affect the application of such indemnity in respect of any other indemnified parties.

- 14.2 If any of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMI's shall become aware of a claim against them which may give rise to a corresponding claim under the indemnity contained in Clause 14.1, they shall as soon as reasonably practicable give written notice and provide all relevant information thereof to the Company the proposed course of action, provided, however, that the giving of notice by any indemnified party under this Clause 14 shall not be a condition precedent to the right of the indemnified party to claim against the Company and the Covenantors. The Company and the Covenantors may participate at their expense in the defence of such claims including appointing counsel at their expense to act for it in such claims; provided, however, except with the consent of the Overall Coordinators (on behalf of the indemnified parties), that counsel to the Company and the Covenantors shall not also be counsel to the indemnified parties. Unless the Overall Coordinators (on behalf of any indemnified parties) consent to counsel to the Company and the Covenantors acting as counsel to such indemnified parties in such claims, the Overall Coordinators (on behalf of such indemnified parties) shall have the right to appoint their own separate counsel in such claims. The fees and expenses of separate counsel to any indemnified parties shall be borne by the Company and paid as incurred.
- 14.3 The indemnity in this Clause 14 shall remain in full force and effect notwithstanding completion of the Global Offering or the termination of this Agreement whether pursuant to Clause 2, Clause 12 or otherwise.

## **15. NO RIGHTS OF CONTRIBUTION OR LIABILITY**

- 15.1 Each of the Covenantors hereby irrevocably and unconditionally agrees with the Company, the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMI's that he/she/it:
- (a) waives any right of contribution or recovery or any claim, demand or action he/she/it may have or be entitled to take against the Company or any other members of the Group or any other Covenantors as a result of any claim or demand or action suffered or incurred by him/her/it, whether alone or jointly with any of the other Covenantors, as the case may be, in consequence of him/her/it entering into this Agreement or otherwise with respect to any act or matter in connection with the Global Offering; and
  - (b) acknowledges and agrees that neither the Company nor any other member of the Group shall have any liability to him/her/it whatsoever, whether alone or jointly with any of the other Covenantors, as the case may be, under the provisions of this Agreement or otherwise in respect of any act or matter in connection with the Global Offering.

## **16. ANNOUNCEMENTS**

- 16.1 Subject as required by applicable law, rules or codes or by any relevant regulatory,

judicial or governmental body (including, without limitation, the Stock Exchange, the SFC and the CSRC), during the period from the date hereof up to and including the Despatch Date and for a period of six months thereafter, no announcement, circular, prospectus by or on behalf of the Company relating to the Global Offering or any matter contemplated in this Agreement or ancillary matter hereto shall be issued or despatched or published without the approval of the Sole Sponsor (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), such approval not to be unreasonably withheld or delayed, and any such announcement, circular, prospectus approved by the Sole Sponsor (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters) shall be made on such reasonable terms and in such manner as may be agreed by the Sole Sponsor (for itself and on behalf of the Overall Coordinators and the Hong Kong Underwriters), and such agreement not to be unreasonably withheld or delayed.

- 16.2 The Company and the Covenantors hereby undertake to the Sole Sponsor (for itself and on behalf of the Sponsor-Overall Coordinator, Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs) to use their respective best endeavours and to the extent legally permissible, to provide (subject to any restrictions under applicable laws, rules or court order prohibiting the Company or Covenantor from doing so) all such relevant information known to them or which on reasonable enquiry ought to be known to them and relating to the Group or otherwise as may be reasonably required by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs for the purpose of complying with any applicable requirement of law or the Stock Exchange in relation to the Global Offering and/or any of the matters referred to in Clause 16.1.

## **17. TIME OF THE ESSENCE**

- 17.1 Time shall be of the essence of this Agreement, both as to times, dates and periods mentioned herein and as to any times, dates or periods which may by agreement in writing be substituted therefor which in the case of the Hong Kong Underwriters may be agreed to by the Overall Coordinators on their behalf.

## **18. WAIVER**

- 18.1 The failure of any party hereto to enforce or to exercise at any time or for any period of time, any term or any right of this Agreement does not constitute and shall not be construed as, a waiver of such term or right and shall not in any way affect that party's right later to enforce or exercise it or against some other party under the same obligation. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by laws or otherwise). The Company agrees and acknowledges that any consent by, or knowledge of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead



Managers, the Hong Kong Underwriters and the CMIs or any of them, to the delivery to investors of any amendments or supplements to the Prospectus subsequent to its distribution will not (i) constitute a waiver of any Condition; or (ii) result in the loss of any right by the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters or the CMIs to terminate this Agreement, and (iii) have the effect of amending or updating any of the warranties.

- 18.2 To the extent that any of the Company and/or the Covenantors 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/herself/himself or its/her/his assets, properties or revenues any immunity (sovereign or otherwise) from suite or other legal process (including, without limitation, arbitration proceedings) and all forms of execution, attachment or enforcement or to the extent to in any such proceedings there may be attributed to itself/herself/himself or its/her/his assets, properties or revenues any such immunity (whether or not claimed), each of the Company and the Covenantors hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

## **19. ASSIGNMENT, VARIATION AND COUNTERPARTS**

- 19.1 This Agreement shall be binding on and enure to the benefit of the parties hereto and their respective successors.
- 19.2 Each of the Sole Sponsor, the Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriters and the CMIs may assign to any Affiliates the benefit of the representations, warranties and undertakings contained herein (in whole or in part). Save as aforesaid, no party hereto may assign or transfer any of his or her or its rights or obligations under this Agreement.
- 19.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto. The expression “variation” shall include any variation, supplement, deletion or replacement however effected.
- 19.4 This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, but shall not be effective until each party has executed at least one counterpart each of which when so executed and delivered shall be an original but all of which together shall constitute one and the same instrument. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Agreement, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

## **20. NOTICES**

- 20.1 Any notice, claim, demand, court process, document or other communication to be

given under this Agreement (collectively “**communication**” in this Clause 20) shall be in writing and may be served or given personally or sent to the address (including cable address) or facsimile numbers (if any) stated after the relevant party’s name at the beginning of this Agreement or, where relevant, in Schedules 1 and 2, or to such other address (which must be in Hong Kong) as may have been last notified in writing by such party to the party serving the communication specifically referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<b><u>Means of despatch</u></b>	<b><u>Time of deemed receipt</u></b>
Local mail or courier	24 hours
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

- 20.2 A communication served in accordance with Clause 20.1 shall be deemed sufficiently served and in proving service and/or receipt of a communication it shall be sufficient to prove that such communication was left at the addressee’s address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee’s address or that the communication was properly transmitted by facsimile or cable to the addressee. In the case of facsimile transmission, such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.
- 20.3 Nothing in this Clause 20 shall preclude the service of communication or the proof of such service by any mode permitted by law.
- 20.4 A party may notify the other parties to this Agreement of a change of its relevant address, e-mail address or facsimile number for the purposes of Clause 20.1, provided that such notification shall only be effective on:
- 20.4.1 the date specified in the notification as the date on which the change is to take place; or
- 20.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

## **21. PROCESS AGENT**

- 21.1 Each of Newtrend Industrial and Juhexing Investment hereby irrevocably appoints the Company of 1915, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (the “**Process Agent**”) as its agent to accept service of legal process out of the courts of Hong Kong in connection with this Agreement and further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the other parties to this Agreement informed of the name and

address of such agent. Service on the Process Agent (or its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on the relevant appointor.

## **22. GOVERNING LAW**

- 22.1 This Agreement and any non-contractual obligations arising out of, or in connection with, it shall be governed by and construed in accordance with the laws of Hong Kong.
- 22.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including any question regarding its subject matter, existence, negotiation, validity, interpretation, performance, breach, termination or enforceability thereof (including any dispute regarding non-contractual obligations arising out of or relating to it) (a “**Dispute**”) shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted (the “**Rules**”). The Rules are deemed to be incorporated by reference into this clause. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three to be appointed in accordance with the Rules. The arbitration proceedings shall be conducted in English and/or Chinese. The law of this arbitration clause shall be Hong Kong law. Any award of the tribunal shall be binding on the parties from the day it is made. The rights and obligations of the parties to submit Disputes to arbitration pursuant to this Clause 22.2 shall survive the termination of this Agreement and the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Nothing in this Clause 22.2 shall be construed as preventing any party from seeking ancillary, conservatory, interim or interlocutory relief from any court of competent jurisdiction in relation to any arbitration commenced under this Clause 22.2.
- 22.3 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 or to enjoy the benefit or any term of this Agreement. Under no circumstances shall consent from any person other than the parties to this Agreement be required to rescind or terminate this Agreement or to vary any term contained herein.

## **23. AUTHORITY TO THE OVERALL COORDINATORS**

- 23.1 Unless otherwise provided herein, each of the Hong Kong Underwriters (other than the Overall Coordinators) hereby authorise the Overall Coordinators to act on behalf of all the Hong Kong Underwriters in their sole discretion in the exercise of all rights and discretions granted to the Hong Kong Underwriters or any of them under this Agreement and authorises the Overall Coordinators in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

## **24. TAXATION**

- 24.1 All payments to be made by the Company under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all present

or future Taxes. If any Taxes are required by law to be deducted or withheld in connection with such payments, the Company will increase the amount paid so that the full amount of such payments as agreed in this Agreement is received by the other parties as applicable. If any of the other parties is required by any governmental authority to pay any Taxes as a result of this Agreement (other than profits or income Tax imposed in the ordinary course of its business), the Company will pay an additional amount to the such party so that the full amount of such payments as agreed in this Agreement to be paid to such party is received by such party and will further, if requested by such party, use its reasonable efforts to give such assistance as such party may reasonably request to assist such party in discharging its obligations in respect of such Taxes, including by (a) making filings and submissions on such basis and such terms as such party reasonably request, (b) promptly making available to such party notices received from any governmental authority, and (c) subject to the receipt of funds from such party, by making payment of such funds on behalf of such party to the relevant governmental authority in settlement of such Taxes.

**SCHEDULE 1**

**THE COVENANTORS**

<b><u>Name</u></b>	<b><u>Residential /registered address</u></b>
王小強 WANG Xiaoqiang	14E, Ruihe Yena Kaien Court Baishi 3rd Road, Nanshan District Shenzhen, Guangdong, the PRC
丁丹 DING Dan	14E, Ruihe Yena Kaien Court Baishi 3rd Road, Nanshan District Shenzhen, Guangdong, the PRC
深圳市新琪安實業發展有限公司 Newtrend Industrial	深圳市南山區深南大道西10168號佳嘉豪商務 大廈 8 樓 A、B
吉安市井開區聚合興投資諮詢合夥企業 (有限合夥) Juhexing Investment	吉安市井開區火炬大道

## **SCHEDULE 2**

### **THE HONG KONG UNDERWRITERS**

<b><u>Name</u></b>	<b><u>Address, facsimile and email address</u></b>	<b><u>Roles in the Global Offering</u></b>	<b><u>Maximum number of Hong Kong Offer Shares to be underwritten</u></b>	<b><u>Percentage to be underwritten</u></b>
CMBC Securities Company Limited	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Attn: ECM  Facsimile: (852) 3585 0333 E-mail: ecm@cmbccap.com	1. Sponsor-Overall Coordinator 2. Overall Coordinator 3. Joint Global Coordinator 4. Joint Bookrunner 5. Joint Lead Manager 6. CMI	See below	See below
China Industrial Securities International Capital Limited	32/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Attn: ECM  Facsimile: (852) 3509 5900 E-mail: ecm_ib@xyzq.com.hk	1. Overall Coordinator 2. Joint Global Coordinator, 3. Joint Bookrunner 4. Joint Lead Manager 5. CMI	See below	See below
Guosen Securities (HK) Capital Company Limited	Suites 3207-3212 on Level 32, One Pacific Place, 88 Queensway, Hong Kong Attn: ECM  Facsimile: (852) 2899 7240 E-mail: ECM@guosen.com.hk	1. Overall Coordinator 2. Joint Global Coordinator, 3. Joint Bookrunner 4. Joint Lead Manager 5. CMI	See below	See below
ABCI Securities Company Limited	10/F, Agricultural Bank of China Tower, 50 Connaught Road, Central, Hong Kong Attn: ABCI ECM / Carol Lau  Facsimile: (852) 2861 0061 E-mail: abcic.ecm@abci.com.hk /carollau@abci.com.hk	1. Joint Lead Manager 2. CMI	See below	See below

<b><u>Name</u></b>	<b><u>Address, facsimile and email address</u></b>	<b><u>Roles in the Global Offering</u></b>	<b><u>Maximum number of Hong Kong Offer Shares to be underwritten</u></b>	<b><u>Percentage to be underwritten</u></b>
SPDB International Capital Limited	33/F, SPD Bank Tower, 1 Hennessy Road, Hong Kong Attn: Kaye Lau/ Chris Liu  Facsimile: (852) 2750 1798 E-mail: kaye_launk@spdbi.com/ chris_liu@spdbi.com	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below
CMB International Capital Limited	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong Attn: Riddick Yan/ Allen Yu  Facsimile: (852) 3761 8788 E-mail: yanke@cmbi.com.hk/ allenyu@cmbi.com.hk	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below
ICBC International Securities Limited	37/F, ICBC Tower, 3 Garden Road, Hong Kong Facsimile: (852) 2683 3340 Attn: Evelyn Zhao/ Carolyn Zhang/ Lida Sun/ Eych Cao  E-mail: evelyn.zhao@icbci.icbc.com.cn carolyn.zhang@icbci.icbc.com.cn lida.sun@icbci.icbc.com.cn eych.cao@icbci.icbc.com.cn	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below
CCB International Capital Limited	12/F, CCB Tower 3 Connaught Road Central Central, Hong Kong Attn: ECM  Facsimile: (852) 2523 1943 E-mail: ecm@ccbintl.com	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below
Ruibang Securities Limited	9/F, Sang Woo Building, 227 – 228 Gloucester Road, Wan Chai, Hong Kong Attn: Nelson Wong  Facsimile: (852) 2950 4444 E-mail: ecm@ruibang.com.hk	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below

<u>Name</u>	<u>Address, facsimile and email address</u>	<u>Roles in the Global Offering</u>	<u>Maximum number of Hong Kong Offer Shares to be underwritten</u>	<u>Percentage to be underwritten</u>
Patrons Securities Limited	Unit 3214, 32/F, Cosco Tower 183 Queen's Road Central, Sheung Wan, Hong Kong Attn: Mike Yeung  Facsimile: (852) 31924218 E-mail: ecm_psl@patronshk.com/ mike.yeung@patronshk.com	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below
Dragon Legend Capital Limited	Room 48-103, 48/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong Attn: Wiiliam Liu/Kaiser Chan  Facsimile: N/A E-mail: bjohnstein@gmail.com/ wliu@dragonlc.com/ kaiser.chan@dragonlc.com	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	See below	See below
Huafu International Securities Limited	Units 2603-2604, 26/F, Infinitus Plaza, 199 Des Voeux Road Central, Sheung Wan, Hong Kong Attn: Ivan Ou  Facsimile: (852) 3188 1979 E-mail: ivanou@hfisec.com.hk	1. Joint Bookrunner 2. Joint Lead Manager 3. CMI	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:

$$A = B/C \times 1,058,600$$

where:

where "A" is the Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter, which may be rounded up or down, as determined by the Overall Coordinators at their sole and absolute discretion, to avoid fractions and/or odd lots provided that the aggregate Hong Kong Public Offering Underwriting Commitment of all the Hong Kong Underwriters shall be equal to the total number of Hong Kong Offer Shares;

"B" is the International Offering Underwriting Commitment of the relevant Hong Kong Underwriter in its capacity as an International Underwriter under the International Underwriting Agreement; and



“C” is the aggregate International Offering Underwriting Commitments of all Hong Kong Underwriters in their capacity as International Underwriters under the International Underwriting Agreement.

### **SCHEDULE 3**

#### **THE CONDITIONS PRECEDENT DOCUMENTS**

##### **Part A**

- (A) Three certified copies of the business license, the articles of association of the Company conditionally adopted and effective upon Listing, the certificate of registration of the Company as a non-Hong Kong company in accordance with Part 16 of the Companies Ordinance.
- (B) Three certified copies of the minutes of the meeting or resolutions of the Board and, if applicable, of a meeting of a duly authorised executive committee of the Board, approving, among other matters:
- (1) the Global Offering, including the grant of the Over-allotment Option, and the allotment and issue of H Shares pursuant to the Over-allotment Option;
  - (2) the Hong Kong Public Offering Documents;
  - (3) this Agreement and each of the Operative Documents to which the Company is a party, and the execution thereof by the Company;
  - (4) the registration with the Registrar of Companies in Hong Kong of the Hong Kong Public Offering Documents;
  - (5) the issue, publication and distribution of the Hong Kong Public Offering Documents (subject to any necessary amendments);
  - (6) the price range of the Offer Price;
  - (7) the material contracts (the “**Material Contracts**”) as referred to in the subparagraph headed “1. Summary of material contracts” under the paragraph headed “B. Further information about the business of our Group” in Appendix VI to the Prospectus to which the Company is a party and the execution on behalf of and the performance by the Company of its obligations under each of such contract;
  - (8) the verification notes (the “**Verification Notes**”) in respect of the verification of the content of the Prospectus prepared by Chiu & Partners; and
  - (9) the memorandum on profit forecast for the year ending 31 December 2025 and working capital forecast for the 15 months ending 30 June 2026 (the “**Forecast Memorandum**”).
- (C) Three certified copies of (i) the filing report to CSRC dated 31 March 2025; and (ii) the resolutions referred to in Appendix VI to the Prospectus passed by the shareholder(s) of the Company on 21 June 2024.

- (D) Three certified copies of the written resolution of the director(s) or general partner, as the case may be, of each of Newtrend Industrial and Juhexing Investment approving this Agreement, such other documents as may be required to be executed by it pursuant to this Agreement or otherwise in connection with the Global Offering, and the Material Contracts to which it is a party, and authorising the execution on behalf of and the performance by it of its obligations under each of such agreements, contracts or documents.
- (E) Three certified copies of the H Share Registrar Agreement.
- (F) Three originals of the signature pages (except those of the Sole Sponsor and the Overall Coordinators) to the Receiving Bank Agreement.
- (G) [removed].
- (H) Three certified copies of each of the service contracts referred to under the paragraph headed “2. Particulars of service contracts” in Appendix VI to the Prospectus.
- (I) One copy in electronic form of each of the Prospectus (English and Chinese) duly signed by two Directors or their respective duly authorised agents and, if signed by their respective duly authorised agents, certified copies of the relevant authorisation documents.
- (J) (a) Three originals of the execution pages of Verification Notes duly signed by or on behalf of the Company and each of the Directors.  
  
(b) Three copies of the execution pages of Verification Notes duly signed by or on behalf of Grandall SZ, Grandall HK, Buren N.V., DLT Law Office Co. Ltd., GHP Law Firm, Ashurst Hong Kong, ICW Law Corporation and China Insights Consultancy.
- (K) Three certified copies of a responsibility letter, incorporating a power of attorney and the statements of interests, from each of the Directors confirming his responsibility for the contents of the Prospectus in the terms of the responsibility statement contained in the Prospectus and his/her interest relating to the Group disclosed in the Prospectus except as already provided in item (I) above.
- (L) Three certified copies of a letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Public Offering Documents.
- (M) Three copies of the letter from the Stock Exchange to the Companies Registry in Hong Kong authorising the registration of the Prospectus.
- (N) Three copies of the written notification issued by HKSCC confirming that the H Shares will be accepted as eligible securities by HKSCC for clearance, settlement, deposit and withdrawal in CCASS.
- (O) Three originals or certified copies of the accountants’ report to be dated as of the Prospectus Date and made by the Reporting Accountants, the text of which is as contained in Appendix I to the Prospectus.

- (P) Three certified copies of the unaudited consolidated management accounts of the Group for the three months ended 31 March 2025.
- (Q) Three originals or certified copies of the letter to be dated as of the Prospectus Date from the Reporting Accountants addressed to the Company regarding the indebtedness statement as contained in the Prospectus and the statement on sufficiency of working capital as contained in the Prospectus, respectively, such letter to be in the form previously agreed by the Company and the Sole Sponsor on its own behalf and on behalf of the Hong Kong Underwriters.
- (R) Three originals or certified copies of the HKSIR400 comfort letter to be dated as of the Prospectus Date from the Reporting Accountants addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters in connection with certain other financial information set out in the Prospectus, such letter to be in the form previously agreed by the Company and the Sole Sponsor on its own behalf and on behalf of the Hong Kong Underwriters.
- (S) Three originals or certified copies of the report to be dated as of the Prospectus Date from the Reporting Accountants in connection with the unaudited pro forma financial information of the Group, the text of which is contained in Appendix II to the Prospectus.
- (T) Three originals or certified copies of the legal opinions (the “**PRC Legal Opinions**”) to be dated the Prospectus Date from Grandall SZ addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) with respect to, among others, (i) the properties owned and leased by the Group; and (ii) the establishment, business and legal status of the Group under the PRC laws, in the form previously approved by the Sole Sponsor on behalf of the Hong Kong Underwriters.
- (U) Three originals or certified copies of the legal opinion (the “**Netherlands Legal Opinion**”) to be dated the Prospectus Date from the legal advisers of the Company as to Netherlands laws, i.e. Buren N.V., addressed to the Company with respect to the establishment, business and legal status of the Group under Netherlands laws, in the form previously approved by the Sole Sponsor on behalf of the Hong Kong Underwriters.
- (V) Three originals or certified copies of the legal opinion (the “**Thailand Legal Opinion**”) from DLT Law Office Co. Ltd., addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) with respect to the establishment, business and legal status of the Group under Thailand laws, in the form previously approved by the Sole Sponsor on behalf of the Hong Kong Underwriters.
- (W) Three originals or certified copies of the legal opinion (the “**Indonesian Legal Opinion**”) from GHP Law Firm addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) with respect to the establishment, business and legal status of the Group under Indonesian laws, in the form previously approved by the Sole Sponsor on behalf of the Hong Kong Underwriters.

- (X) Three originals or certified copies of the legal memorandum (the “**Sanctions Legal Memo**”) from Ashurst Hong Kong addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) with respect to the Group’s compliance with International sanctions law, in the form previously approved by the Sole Sponsor on behalf of the Hong Kong Underwriters.
- (Y) Three originals or certified copies of the legal opinion (the “**Anti-dumping Legal Opinion**”) from ICW Law Corporation addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) with respect to the Group’s compliance with US anti-dumping law and regulations, in the form previously approved by the Sole Sponsor on behalf of the Hong Kong Underwriters.
- (Z) Three originals or certified copies to each of the letters referred to in the sub-paragraph headed “8. Consents and interests of experts” under the paragraph headed “E. Other information” in Appendix VI to the Prospectus consenting to the issue of the Prospectus with the inclusion of references to the respective parties’ names, and where relevant, their reports, letters and summaries of opinions in the form and context in which they are included.
- (ZZ) Three certified copies of each of the Material Contracts (other than this Agreement).
- (AA) Three originals or certified copies of the certificate issued by the relevant translator(s) as to the accuracy of the Chinese translation of the Prospectus.
- (BB) Three originals or certified copies of the undertaking given by each of Mr. Wang, Ms. Ding, Newtrend Industrial and Juhexing Investment to the Company and the Stock Exchange pursuant to note 3 to Rule 10.07(2) of the Listing Rules.
- (CC) Three originals or certified copies of the undertaking from the Company to the Stock Exchange pursuant to Rule 10.08 of the Listing Rules.
- (DD) Three certified copies of the approvals granted by the CSRC dated 15 April 2024 in connection with the application for listing of the H Shares on the Stock Exchange.
- (EE) Three signed original letters signed for and on behalf of the Company addressed to the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) confirming that, to the best of its respective knowledge, information and belief, save to the extent superseded by subsequent disclosures to the Stock Exchange in writing or in the Prospectus, all written replies to queries from the Stock Exchange in connection with the application for listing of the H Shares given by the Sole Sponsor or other parties involved in the Global Offering remain true and accurate in all material respects and not misleading in any material respects, such letter to be in the form previously approved by the Sole Sponsor on behalf of the Overall Coordinators and the Hong Kong Underwriters.
- (FF) Three certified copies of the FINI Agreement.

## **Part B**

- (A) Three originals or certified copies of the bring-down HKSIR400 comfort letter to be dated the Listing Date from the Reporting Accountants addressed to the Company, the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters in the form previously agreed by the Company and the Sole Sponsor (on its own behalf and on behalf of the Hong Kong Underwriters).
- (B) Three originals or certified copies of each of the PRC Legal Opinions to be dated the Listing Date from Grandall SZ and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in the form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters) in respect of the matters referred to in paragraph (S) of Part A of this Schedule.
- (C) Three originals or certified copies of the Netherlands Legal Opinion to be dated the Listing Date from Buren N.V. and addressed to the Company in the form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters) in respect of the matters referred to in paragraph (T) of Part A of this Schedule.
- (D) Three originals or certified copies of the Thailand Legal Opinion to be dated the Listing Date from DLT Law Office Co. Ltd. and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in the form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters) in respect of the matters referred to in paragraph (U) of Part A of this Schedule.
- (E) Three originals or certified copies of the Indonesian Legal Opinion to be dated the Listing Date from GHP Law Firm and addressed to the Company, the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in the form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters) in respect of the matters referred to in paragraph (V) of Part A of this Schedule.
- (F) Three originals or certified copies of the Sanctions Legal Memo to be dated the Listing Date from Ashurst Hong Kong and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in the form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters) in respect of the matters referred to in paragraph (W) of Part A of this Schedule.
- (G) Three originals or certified copies of the Anti-dumping Legal Opinion to be dated the Listing Date from ICW Law Corporation and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in the form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters) in respect of the matters referred to in paragraph (X) of Part A of this Schedule.
- (H) Three originals or certified copies of the Hong Kong closing legal opinion from Grandall HK and addressed to the Company, the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) in the

form and substance satisfactory to the Sole Sponsor (on behalf of the Hong Kong Underwriters).

- (I) Three originals or certified copies of a closing certificate dated the Listing Date signed for and on behalf of the Company confirming (i) save as disclosed in the Prospectus, that as at the Listing Date, insofar as the Directors are aware, there has been no material adverse change or development involving a prospective material adverse change in the business, properties, shareholders' equity, prospects or results of operation of the Group taken as a whole since the date of this Agreement; (ii) there has not been any material breach of any of the representations, warranties or undertakings of the Company contained in this Agreement up to and as at the Listing Date.
- (J) Three originals or certified copies of a closing certificate dated the Listing Date from the Covenantors confirming that there has not been any breach of any of the representations, warranties or undertakings of the Covenantors contained in this Agreement up to and as at the Listing Date.
- (K) Three certified copies of the resolutions of the Board or a duly authorised committee of the Board approving, among other things, the final Offer Price, the execution of the Price Determination Agreement, the basis of allotment and allotment of the Offer Shares to the allottees, and the issue and allotment of the Offer Shares.
- (L) Three copies of the letter from the Stock Exchange approving the listing of the H Shares on the Stock Exchange.
- (M) Three copies of the compliance adviser agreement entered into between CMBC International Capital and the Company for the appointment of compliance adviser upon listing in compliance with the Listing Rules.

## **SCHEDULE 4**

### **THE WARRANTIES**

#### **1. Capacity and this Agreement**

- 1.1 Each of the members of the Group is duly incorporated or, as the case may be, established and validly existing under the laws of its place of incorporation or establishment with power to own their respective assets and to conduct its business in the manner presently conducted.
- 1.2 This Agreement constitutes or will, when executed and delivered, constitute and any other documents required to be executed by each member of the Group pursuant to the provisions of this Agreement will, when executed and delivered, constitute valid and binding obligations of the Company or the relevant Group company enforceable in accordance with their respective terms.
- 1.3 Recitals (A) to (H) (other than Recital (D) to the extent that it relates to the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters) to this Agreement are true and accurate in all material respects and pending the despatch of the certificates for the Offer Shares to successful applicants under the Global Offering, no change will be made in the authorised or issued share capital of the Company save only as referred to in the Prospectus.
- 1.4 All particulars set out in Schedule 1 are true and accurate in all material respects.

#### **2. The Prospectus**

- 2.1 All information in writing supplied by the Company, the Directors or any of them to the Sole Sponsor, the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters), their legal advisers and the Reporting Accountants and for the purpose of the Global Offering (including without limitation the accountants' report referred to in Appendix I to the Prospectus, the unaudited pro forma financial information as contained in Appendix II to the Prospectus), save to the extent superseded by subsequent disclosures to any of them, is true and accurate in all material respects and all forecasts and estimates have been prepared after due, careful and proper consideration, are fair and reasonable and represent expectations honestly held based on facts known to the Company and/or the Directors and there are no other material assumptions or bases on which such forecasts or estimates are based other than those set out therein.
- 2.2 All statements of fact and representations contained in the Prospectus (other than those made by the Sole Sponsor, the Overall Coordinators and the Hong Kong Underwriters) are true and accurate in all material respects and there are no facts known or which on reasonable enquiry would have been known to the Company, any of the Directors or the Covenantors which are not disclosed in the Prospectus and the omission of which would make any statement therein misleading in any material respect or which in the context of the Global Offering is or may be material for disclosure therein.



- 2.3 The statements, forecasts, estimates, projections, milestones and the expressions of opinion, intention and expectation of the Directors and of the Company contained in the Prospectus have been made after due, careful and proper consideration, are fair and reasonable in all material respects and are based on facts known to the Directors (or any of them) and the Company.
- 2.4 The Prospectus contains all information and particulars required (including, without limitation, with regard to the risk factors, history, business and future plans and prospects of the Group and use of proceeds of the Global Offering) to comply with all statutory and other provisions in Hong Kong and the PRC so far as applicable and the requirements of the Stock Exchange and the offer of the Offer Shares in accordance with the Hong Kong Public Offering Documents will comply with the Companies Ordinance, Companies (Miscellaneous) Ordinance, the Company Law, the requirements of the Stock Exchange and all other applicable regulations in the PRC and Hong Kong and, to the best knowledge, information and belief of the Company, will not involve any material breach of or default under any agreement, trust deed or instrument to which the Company is a party or by which it is bound.
- 2.5 The Prospectus contains all such material information as subscribers or applicants of any of the Offer Shares and their professional advisers would reasonably require, and reasonably expect to find therein, for the purposes of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Group and of the rights attaching to the Shares.
- 2.6 The replies to the verification notes prepared by Chiu & Partners in connection with the Global Offering which are the responsibility of the Company or the Directors have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and all such replies and the replies of the Directors have been given in good faith and after appropriate enquiry and such replies are true and accurate and are not misleading in all material respects.
- 2.7 No information was withheld from the Reporting Accountants for the purposes of their preparation of their reports contained in Appendices I and II to the Prospectus and all information given to the Reporting Accountants for such purposes was given in good faith and, to the best of the knowledge, information and belief of the Company after due, proper and careful consideration, such report show a true and fair view of the results and cash flow of the Group for the periods reported on.
- 2.8 No information was withheld from the Reporting Accountants or the Sole Sponsor for the purposes of their review of the Company's working capital projections or their review of the Company's financial reporting procedures.
- 2.9 No information requested from the Company by the Sole Sponsor and/or the Company's Hong Kong, PRC, Thailand, Indonesian, the Netherlands, international sanctions, U.S. or anti-dumping legal counsel or the legal advisers to the Underwriters for the purpose of their reports, letters, certificates and/or opinions to the Company and which was then available to the Company was withheld from any of them and none of the Directors and the Company disagree with such reports, letters, certificates and opinions, and the opinions attributed to the Directors in such reports, letters or

certificates are honestly held by the Directors and are fairly based upon facts within their knowledge.

### **3. The Global Offering**

3.1 Subject only to the resolutions referred to in Recital (B) becoming unconditional, the Company will have power under its articles of association to issue the Offer Shares, the exercise of the Over-allotment Option without any further consent or sanction by members or creditors of the Company or any further consent or approval by any other person or any governmental agency or regulatory body and no other consents are required by the Company to allot and issue any of the Offer Shares, the Over-allotment Shares, to enter into and perform this Agreement and the International Underwriting Agreement and to pay all commissions, fees and expenses provided for herein and therein which in each case have not been irrevocably and unconditionally obtained.

3.2 The creation of the Offer Shares and, where applicable, the Over-allotment Shares and the offering of the Offer Shares and, where applicable, the Over-allotment Shares on the terms and subject to the conditions of the Global Offering in the manner as described in the Prospectus and the execution and delivery by or on behalf of the Company and the Covenantors respectively of, and compliance by the Company and the Covenantors respectively with the terms of, this Agreement and the issue of the Prospectus:

- (a) are, and will at the time of the closing of the application lists in respect of the Global Offering be, in accordance with the Company Law, the Companies Ordinance, Companies (Miscellaneous) Ordinance, all other applicable Hong Kong and the PRC law and governmental regulations, the articles of association or other constitutional documents of the Company and the rules and regulations of the Stock Exchange, and the issue of the Prospectus does not and will not conflict with or result in a material breach of any existing provisions of the laws or regulations of Hong Kong or the PRC;
- (b) do not, and will not at the time of the Acceptance Date, infringe the terms of, or constitute a default under, any trust deed, agreement or other instrument or obligation to which any company in the Group and the Covenantors is a party or by which any of them is bound; and
- (c) the creation of the Offer Shares and, where applicable, the Over-allotment Shares, the making of the Global Offering, the execution and delivery by or on behalf of the Company of, and compliance by the Company with the terms of, this Agreement and the issue of the Prospectus have been duly authorised by the Company,

so that the rights arising pursuant to this Agreement give rise to corresponding obligations of the Company and the Covenantors and constitute, or upon issue or delivery or due execution (as the case may be) will give rise to corresponding obligations of the Company and the Covenantors and are, or will constitute, valid and legally binding obligations of the Company and the Covenantors.

3.3 The Offer Shares and, where applicable, the Over-allotment Shares will, when allotted and issued be properly allotted and issued free from all charges, liens, claims and

encumbrances in accordance with the terms and conditions of the Global Offering as set out in the Hong Kong Public Offering Documents and will conform to all statements relating thereto contained in the Hong Kong Public Offering Documents.

- 3.4 All the Offer Shares and, where applicable, the Over-allotment Shares, when allotted and issued in accordance with the Prospectus:
- (a) will be fully paid up;
  - (b) will have attached to them the rights and benefits specified in the articles of association of the Company and as described in the Prospectus;
  - (c) will not be subject to any pre-emptive or other similar rights; and
  - (d) will be free from any lien, charge, encumbrance or other security interest or third party rights or interest.
- 3.5 The Company shall at all times have available for issue sufficient authorised share capital to permit the Shares to be issued as mentioned in the Prospectus.
- 3.6 Save as contemplated by this Agreement and the Global Offering, neither the Company, any of its subsidiaries nor any of their officers or directors or their respective Associates has taken, or will take, directly or indirectly, any action designed to stabilise or manipulate the price of the Offer Shares or which has constituted or which in the future might reasonably be expected to cause or result in stabilisation or manipulation of the price of the Offer Shares.
- 3.7 All of the H Share Registrar Agreement, the Receiving Bank Agreement and the Material Contracts to which the Company is a party have been or will be duly authorised, executed and delivered by the Company and constitutes or will constitute, when executed and delivered, legal, valid and binding obligations of the Company enforceable in accordance with their respective terms and no governmental authorisation, or qualification with, any governmental authority is required for the performance by the Company of its obligations under any of such agreements and the consummation by the Company of the transactions contemplated or as described in the Prospectus and under applicable laws.
- 3.8 The application of the net proceeds from the Global Offering payable to the Company, as set out in and contemplated by the Prospectus, will not (i) contravene any provision of applicable law, rule or regulation or the constitutive documents of the Company, or (ii) contravene the terms or provisions of, or constitute a default under, any indenture, mortgage, charge, deed of trust, loan agreement, note, lease or other agreement or instrument binding upon the Company or any of its subsidiaries that, singly or in the aggregate, is material to the Group taken as a whole, or (iii) contravene any judgement, order or decree of any governmental body, agency or court having jurisdiction over the Company or any of its subsidiaries.
- 3.9 All taxes, duties, levies, fees or other charges or expenses which may be payable in Hong Kong by the Group in connection with the creation, allotment, issue or transfer of the Offer Shares, the Global Offering, the execution and delivery of, or the

performance of the provisions under this Agreement or the International Underwriting Agreement, as the case may be, have been paid.

- 3.10 Except as disclosed in the Prospectus or contemplated under the Global Offering, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Sole Sponsor, the Overall Coordinators or any Hong Kong Underwriter for a brokerage commission, finder's fee or other like payment in connection with the Hong Kong Public Offering.
- 3.11 No holder of the Offer Shares is or will be subject to any liability of or to the Company solely arising out of his holding of Offer Shares (except to the extent of the amount payable in respect of such Offer Shares on subscription or otherwise as described in the Prospectus).
- 3.12 No tax or duty (including any stamp or other issue or transfer tax or duty and any tax or duty or capital gains or income, whether chargeable on a withholding basis or otherwise) is and remains payable in connection with the creation, issue and allotment of the Offer Shares.

#### **4. Accounts**

- 4.1 The Accounts has been prepared in accordance with the applicable laws and the Hong Kong Financial Reporting Standards (“**HKFRSs**”) issued by the Hong Kong Accounting Standards Board consistently applied so as to give a true and fair view of the state of affairs of the Group as at the end of each relevant period and the results and cashflow for such periods:
  - (a) in accordance with the HKFRSs, contains or notes provision for bad or doubtful debts, makes appropriate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities whether liquidated or unliquidated, at the dates thereof;
  - (b) depreciation of fixed assets has been made in accordance with the HKFRSs;
  - (c) if applicable, slow moving stock has been written down appropriately and unrecoverable work in progress and redundant and obsolete raw materials and stock has been wholly written off and the value attributed to the remaining stock did not exceed the lower of cost or net realisable book value as at the Accounts Date on a going concern basis;
  - (d) full provision has been made in accordance with the HKFRSs for all consideration payable to any pension, retirement, redundancy or other employment benefit scheme subscribed by and which any member of the Group is required by applicable laws or policy to contribute;
  - (e) the profits shown by such accounts and the trend of losses thereby shown have not been adversely affected by any unusual or exceptional item or by any other matter which has rendered such profits unusually high or low.
- 4.2 Since the Accounts Date and save as disclosed in the Prospectus (if applicable):

- (a) there has been no change in the business, service partner relations, customer relations, supplier relations, distribution partner relations, financial condition, operations, prospects, assets or liabilities of any company in the Group which is materially adverse in the context of the financial condition, operations or future prospects of the Group (taken as a whole);
- (b) every company in the Group has continued to pay its creditors upon due dates in the ordinary course of business and in accordance with their usual business practices;
- (c) none of the companies in the Group has acquired, sold, transferred or otherwise disposed of any material assets of whatever nature or cancelled or waived or released or discounted in whole or in part any debts or claims, except in each case in the ordinary course of business which will have an adverse effect to the business, financial or trading condition or future prospects of the Group taken as a whole;
- (d) no dividend or other distribution has been, or is treated as having been declared, paid or made by any member of the Group (other than dividends and other distributions paid or made to the Company or to another member of the Group wholly owned by the Company);
- (e) each of the companies in the Group has carried 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 has not entered into any contract or commitment of an unusual or onerous nature which will have a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole;
- (f) there has been no material adverse change in the relations of the Group's business (as described in the Prospectus) with its major customers, suppliers or lenders or the financial condition or the financial position, results of operations, future prospects, assets or liabilities of the said business or of any member of the Group as compared with the financial position, disclosed by the last audited accounts and there has been no material damage, destruction or loss (whether or not covered by insurance) affecting the said business or its assets or properties of any member of the Group materially and adversely;
- (g) no member of the Group has sustained any loss or interference with its business from any labour dispute or court or governmental or administrative action, order or decree which will have a material adverse effect to the business, financial or trading condition or future prospects of the Group taken as a whole; and there has not been any material adverse change in the long-term debt, short-term debt, net assets or net current liabilities of or any material adverse change, or to the best knowledge of the Company and the Covenantors, any development which will cause a prospective material adverse change, in or affecting the general affairs, management, financial position, prospects, shareholders' equity or results of operations of the Group taken as a whole;

- (h) there has not been any change in the share capital of the Company and any other member of the Group;
  - (i) there has been no material adverse change to the balance sheet of the Company since the Accounts Date that would require disclosure to ensure that the Prospectus is accurate, complete and not misleading;
  - (j) there has not been any sale or transfer by any member of the Group of any material tangible or intangible asset other than in the ordinary course of business, any mortgage or pledge or the creation of any security interest, lien, or encumbrance on any such asset (other than in connection with or arising out of any bank borrowings), other than tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets of a material nature;
  - (k) there has not been the lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by any member of the Group which is material in the context of the business of the Group;
  - (l) there has not been the making of any material loan, advance, indemnity or guarantee by any member of the Group to or for the benefit of any person (other than other member(s) of the Group) except the creation of accounts receivable in the ordinary course of business; or
  - (m) there has not been an agreement to do any of the foregoing.
- 4.3 The individual accounts of each of the companies in the Group and other accounting records of such company have been properly written up where such accounts are required by applicable laws and regulations.
- 4.4 The cash flow and working capital projections which form the basis of the memorandum of the Board on profit forecast for the period ending 31 December 2025 and working capital forecast for the period ending 30 June 2026 have been properly and carefully compiled and there are no facts known or which on reasonable enquiry would have been known to the Directors which have not been taken into account in the preparation of such projections and which would reasonably be expected to have a material effect thereon.
- 4.5 No material part of the amounts included in the Accounts, or subsequently recorded in the books of any member of the Group, as owing by any debtors is overdue by more than six months or has been released on terms that any debtor pays less than the full book value of his debt, or has been written off, or had proved to any extent to be irrecoverable, or is now regarded by the relevant company as irrecoverable in whole or in part, which will have a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.
- 4.6 The Directors are not aware of any reason where the amounts due from trade debtors as at the date hereof (less the amount of any relevant provision or reserve), determined on the same basis as that applied in the Accounts will not be recoverable to a material

extent in the ordinary course of business of the relevant member of the Group and, to the extent of non-recovery, the aggregate amount thereof would have a material adverse effect to the financial condition of the Group taken as a whole.

4.7 In relation to all financing arrangements (including all mortgages, overdrafts and other loan or financial facilities) to which any member of the Group is a party (save for those banking facilities and the loans thereunder which will be unconditionally replaced by the guarantee or security of the Group upon the listing of the Shares as disclosed in the Prospectus):

- (a) there has been no contravention of or non-compliance with any provision of any such document;
- (b) to the best of the knowledge of the Company and the Covenantors, no steps for the enforcement of any encumbrances or the early repayment of the indebtedness have been taken or threatened;
- (c) there has not been any material alteration in the terms and conditions of any of the said arrangements or facilities all of which are in full force and effect;
- (d) to the best of the knowledge of the Company and the Covenantors, nothing has been done or omitted to be done whereby the continuance of the said arrangements and facilities in full force and effect might be adversely affected or prejudiced;
- (e) none of the arrangements is dependent on the guarantee of or on any security provided by a third party (other than a member of the Group);
- (f) sufficient and accurate details of any such financing arrangements which is material have been disclosed in writing in the Prospectus; and
- (g) none of the existing facilities may be terminated, or mature prior to its stated maturity as a result of the issue, allotment and/or transfer of the Offer Shares pursuant to the Global Offering,

and, if any of (a) to (g) above were to be incorrect, there would be a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.

4.8 There are no material contingent liabilities of the Group that are not appropriately provided for or disclosed in the Accounts in accordance with HKFRSs.

4.9 There are no transactions, arrangements, obligations or other relationships with any entity other than the Company or one of the Company's wholly-owned subsidiaries under which any member of the Group (whether or not as a party to such transactions, arrangements, obligations or other relationships) has or may have:

- (a) any obligation under a direct or indirect guarantee or similar arrangement;

- (b) a retained or contingent interest in assets transferred to an entity other than the Company or one of the Company's subsidiaries, or similar arrangement;
- (c) derivatives, to the extent that any liabilities which have arisen or may arise are not properly and fairly reflected in the Accounts in accordance with HKFRSs; or
- (d) any material obligation or liability (whether contingent or otherwise) to the extent that the same is not properly and fairly reflected in the Accounts in accordance with HKFRSs,

that may have a current or future material adverse effect on the financial condition, earnings or expenses, results of operations, liquidity, capital expenses, or capital resources of any member of the Group or which are otherwise required by the Listing Rules for disclosure in the Prospectus.

- 4.10 To the best of the Company's and the Covenantors' knowledge and belief, adequate provisions have been made in the Accounts for all dividends (if any) or other distributions (if any) to shareholders declared and remaining unpaid as at the date hereof.
- 4.11 All dividends (if any) or distributions (if any) declared, made or paid by each member of the Group have been declared, made or paid in accordance with its articles of association (or equivalent documents) and the applicable statutory provisions.
- 4.12 Since the Accounts Date, no loans or loan capital have been repaid by each member of the Group in whole or in part save for those repaid pursuant to any contractual arrangement then in place or in the ordinary course of business of the relevant member of the Group.
- 4.13 Save as disclosed in the Prospectus, no member of the Group has any material capital commitment or is engaged in any scheme or project requiring the expenditure of capital of a significant amount.
- 4.14 The financial information and financial data set forth in the Prospectus under the sections headed "Summary", "Financial information" and "Business" are derived from and properly extracted from the accounting records of the Group, and are a fair presentation of the data purported to be shown in all material respects.
- 4.15 The Group has established accounting and management systems, including compliance manuals, policies and procedures including corporate governance policies that provide a reasonable basis for the Directors to make proper judgments as to the financial position of the Group and the Company and each other member of the Group maintains a system of internal financial and accounting controls sufficient to provide assurance that transactions are recorded as necessary to permit proper preparation of accounting records.
- 4.16 Taking into consideration the financial resources presently available to the Group, including the balance of cash and cash equivalents, expected cash generated from its operations and the estimated net proceeds from the Global Offering, the Group has sufficient working capital for its present working capital requirements for at least the next 12 months from the expected date of the Prospectus.



## **5. Business**

- 5.1 Each of the companies in the Group has obtained such necessary authorisations and licences (if any) as are required under the provisions of any applicable law or international convention or regulation in connection with the operations of their businesses in all the respective jurisdictions in which they operate and neither the Company, the Covenantors nor any of them is aware of any breach by any of the companies in the Group of such authorisations and/or such licences which would have a material adverse effect on the Group or of any reason why any such authorisation or licence should be withdrawn or cancelled or any conditions attached thereto adversely altered.
- 5.2 There are no contracts not disclosed in the sub-paragraph headed “1. Summary of material contracts” under the paragraph headed “B. Further information about the business of our Group” in Appendix VI to the Prospectus which were entered into by members of the Group since the date falling two years before the Prospectus Date and were material otherwise than in the ordinary course of business.
- 5.3 No company in the Group has any material capital commitment and pending the commencement of dealings in the Shares, no material capital commitment will be undertaken by any company in the Group without the prior written consent of the Sole Sponsor on behalf of the Hong Kong Underwriters.
- 5.4 With respect to the contracts entered into by the Group which are material in the context of the business and operations of the relevant member of the Group including without limitation the contracts disclosed in the sub-paragraph headed “1. Summary of material contracts” under the paragraph headed “B. Further information about the business of our Group” in Appendix IV to the Prospectus, neither the Company, the Covenantors nor any of them is aware of any circumstances which would invalidate or impair such contracts or render it liable to forfeiture, withdrawal, or termination prior to its stated expiry dates or (where applicable) affect its renewal.
- 5.5 To the best of the knowledge of the Company and the Covenantors after making all reasonable enquiries, no circumstances have arisen such that any person is now entitled to require or has required payment of any material indebtedness or material contingent liability of any company in the Group, in the case of such indebtedness, prior to its due date.
- 5.6 To the best of the knowledge of the Company and the Covenantors after making all reasonable enquiries, there is no event, default, breach or any other event of default or any event which, with the passage of time or the giving of notice or both or otherwise, would constitute an event of default on the part of any member of the Group, the effect of which is to accelerate or to permit the acceleration (by notice or otherwise) of repayment of a material indebtedness or give rise to an material obligation or liability or right of enforcement of such obligation or liability of any member of the Group.
- 5.7 Save as disclosed in the Prospectus, there is no breach or non-compliance of any applicable laws, rules, regulations, and to the best knowledge of the Company and the Covenantors, any international conventions and regulations committed by any member

of the Group and no reprimand, warning, censure or other action imposed, taken or initiated by any regulatory bodies in Hong Kong, the PRC, Thailand, Indonesia and other parts of the world against any member of the Group and/or their directors, which would have a material adverse effect on the Group.

- 5.8 All the material assets and equipment owned and used by the Group in its ordinary course of business are in good and proper condition, in reasonable repair and working order (fair wear and tear excepted) and have been properly maintained in all material respects.
- 5.9 No member of the Group is in breach of or in default in any material respect (nor has any event occurred which, with the giving of notice or the lapse of time or both would result in a material default) under any applicable law, regulation, international conventions or regulations, agreement or licence, certificate or authorisation which is binding upon or affects it or any of its assets or revenues or the operation of its business.
- 5.10 Neither the Group nor (where being a party under any material contract or agreement to which the Group is bound) nor the Covenantors is in default (nor is there any event which, with the passage of time or the giving of notice would result in a default) in the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, mortgage, loan agreement, note, lease, charter or other agreement or instrument to which the Group is a party or by which it may be bound or to which any of its properties may be subject.

## **6. Tax**

- 6.1 The returns which ought to have been made by or in respect of each of the companies in the Group in Hong Kong, the PRC, Thailand, Indonesia or any other part of the world, for taxation purposes, have been made and all such returns are, when made, up to date, correct in all material respects and on a proper basis and are not the subject of any dispute with the relevant revenue or other competent authorities and there are no present circumstances which may give rise to any such dispute and appropriate provisions have been included in the Accounts in accordance with HKFRSs in respect of the accounting periods ended on the Accounts Date.
- 6.2 The Group is not delinquent in the payment of any taxes due or has any knowledge of any tax deficiency which might be assessed against any member of the Group which, if so assessed, might materially and adversely affect the financial position of the Group.
- 6.3 The information and statements concerning taxation and its application to any member of the Group in the Prospectus, including, but not limited to, in respect of the rates of tax stated as applicable to each member of the Group and all exemptions and reliefs referred to as being applicable, are true and accurate in all material respects and are not misleading in any material respect.

## **7. Insurance**

- 7.1 There are existing valid policies of insurance (including third party liability insurance) against all material liabilities, risks and losses against which it is normal or prudent to insure in accordance with the usual and common practice in the industry in which the

Group operates and insurance in respect of all material property, machinery or equipment owned or used by the Group and insurances in respect of liabilities arising out of or in connection with the employment of the Group's employees, whether under the Employees' Compensation Ordinance or other applicable law and regulations, and nothing has been done or has been omitted to be done whereby any of the said policies has or may become void or are likely to be avoided.

## **8. Title**

- 8.1 The Company and each of the other companies in the Group have good title to all their tangible assets which are material for the operations of the principal business of the Group free from all liens, charges, mortgages, encumbrances or other similar third-party rights.
- 8.2 Any interests in land, buildings, property, machinery, equipment or other assets, rights or interest held under lease by any member of the Group is held by it under legal, valid, subsisting and enforceable leases and no material default (or event which with notice or lapse of time, or both, would constitute a material default) by any member of the Group has occurred and is continuing, under any of such leases.
- 8.3 With respect to the interests in properties specified in the (i) PRC Legal Opinions; (ii) Thailand Legal Opinion; and (iii) Indonesian Legal Opinion as being owned by the Group, the relevant members of the Group have good and marketable title to such properties properly constituted by documents of title in the possession and under the control of the relevant company or the relevant financing bank or financial institution (as the case may be) and, except as disclosed in the Prospectus, the PRC Legal Opinions, the Thailand Legal Opinion and the Indonesian Legal Opinion, there are no charges, liens, encumbrances or known third party rights, conditions, planning consents, or other restrictions affecting any of such properties which would have a material adverse effect on the value of such properties.

## **9. The Group**

- 9.1 The subsidiaries of the Company named in the accountant's report set out in Appendix I to the Prospectus are the only subsidiaries of the Company and, there are no other companies in which any member of the Group beneficially owns or controls any attributable interest which is or may be material in the context of the Global Offering, no unissued share capital of the Company or any other company in the Group is under option or agreed conditionally or unconditionally to be placed under option.
- 9.2 Each member of the Group has full power (corporate and other) to execute, deliver and perform each of its operating agreements and arrangements as described in the Prospectus and all other material contracts to which it is party and has duly authorised, executed and delivered each such agreement and contract. Each such contract constitutes a legal, valid and binding agreement, enforceable in accordance with its terms against the Company and the relevant member of the Group.
- 9.3 No member of the Group is a party to a material contract or commitment of an unusual, onerous or long-term nature (or that involves or could involve an obligation of a material nature or magnitude), and there are no agreements in force restricting the

freedom of any member of the Group to provide and take goods and services by such means and from and to such persons as it may from time to time think fit.

- 9.4 No member of the Group has deposited any money with any bank or financial institution that has indicated in writing to the Group of its inability to repay such deposits or is the subject of any insolvency or winding up proceedings, and the Company agrees that it will not, and shall procure each of its subsidiaries not to, place deposits with non-bank financial institutions.
- 9.5 Except as provided in the Prospectus and the Accounts, all guarantees of any indebtedness of the Company or any of its subsidiaries are in full force and effect. There are no outstanding guarantees or contingent payment obligations of the Company or its subsidiaries in respect of indebtedness of third parties other than members of the Group.
- 9.6 Neither the Company nor any of its subsidiaries is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined and which are material to the Group (taken as a whole).
- 9.7 No member of the Group is currently prohibited, directly or indirectly, from repaying to the Company any loans or advances made to such member from the Company.
- 9.8 None of the Company and the Covenantors has any knowledge of the invalidity of or grounds for rescission, avoidance or repudiation of any material contract, agreement or other transaction to which any member of the Group is a party and that is material to the business and/or financial position of a member of the Group and no member of the Group has received notice of any intention to terminate any such contract or agreement or repudiate or disclaim any such transaction.
- 9.9 There are no transactions, agreements or documents of any kind (whether legally binding or not) the effect of which will have a material adverse effect or impact on the financial condition, business or prospects of the Group.

## 10. **Interests in property**

- 10.1 Each member of the Group has the right to use the lands and properties which are necessary for the purpose of its business and such right or use is not subject to any material or onerous terms or conditions.
- 10.2 In respect of the property interests of the Group in the PRC, Thailand and Indonesia described in the sub-paragraph headed “Our owned properties” under the paragraph headed “Properties” under the section headed “Business” in the prospectus (the “**Owned Properties**”), the relevant member of the Group has good title or has the right by applicable laws to good title to each of the Owned Properties and other assets or any rights or interests thereto and there are no charges, liens, encumbrances or other security interests or third party rights or interests, conditions, planning consents, orders, regulations or other restrictions affecting any of such property or adversely limit, restrict or otherwise affect the ability of the relevant member of the Group to utilise or develop any such property.

10.3 In respect of the property interests rented and occupied by the Group in the sub-paragraph headed “Our leased properties” under the paragraph headed “Properties” under the section headed “Business” section of the Prospectus and other property interests rented and occupied by the Group in the PRC (the “**Leased Properties**”):

- (a) the Group through its members has the legal right to occupy the Leased Properties and the Leased Properties are being used for lawful purposes and the occupation has not violated any relevant land or construction regulations applicable to the Leased Properties;
- (b) all requisite licences, certificates and authorities necessary for the existing use of the Leased Properties have been duly obtained and are in full force, validity and effect;
- (c) all the rent and other payments payable by the Group have been paid up-to-date, and the user of the Leased Properties by the Group is in accordance with that provided for in the relevant tenancy agreement, all applicable legislation, statutory requirements, governmental or other orders, rules, directives or instruments affecting or appertaining to the use, occupation or enjoyment of the Leased Properties and the terms of the tenancy agreement/lease have been duly complied with and the tenancy is not subject to early termination due to default of the Group and no notice of any alleged breach of any terms of the tenancy agreement has been served on or received by the Group;
- (d) there is no claim or dispute between the Group and its landlord in relation to the Leased Properties;
- (e) the tenancy agreement has been duly executed by the parties thereto with all the requisite stamping, filing, registration, leasing permit and other legal formalities duly attended to and concluded to-date, and the tenancy agreement is good, valid and subsisting and in full force validity and effect and the terms thereof are enforceable by the Group against the landlord of the Leased Properties;
- (f) there are no circumstances which might materially and adversely affect or prejudice the tenancy agreement/lease or otherwise affect the Group’s occupation as tenant of the Leased Properties;
- (g) the Group has not received from the PRC or any competent authority, and is not aware of, any notice or order which may materially and adversely affect such tenancy and/or continued enjoyment of the Leased Properties;
- (h) the requisite mortgagee’s consent has been practicable be duly obtained for the entering into of the tenancy agreement and such consent is in full force, validity and effect;
- (i) all options to renew/terminate early contained in the tenancy agreement are enforceable by the Group against the landlord;
- (j) the tenancy agreement contains usual provisions for tenancy agreement of the relevant nature in the PRC and there are no unusually onerous covenants or

obligations on the part of the Group as tenant thereunder;

- (k) all the terms of the tenancy are set out in the tenancy agreement and the terms thereof have not been varied, modified, amended or supplemented verbally or by means of supplemental agreement(s) or correspondence between the landlord and the Group or otherwise;
- (l) there is no event which may give rise to a right on the part of the landlord to re-enter the Leased Properties;
- (m) since commencement of the tenancy term, the Group has enjoyed uninterrupted use of the Leased Properties and the terms of tenancy agreement are enforceable by the Group against the Landlord;
- (n) the tenancy agreement shall not be liable to be terminated as a result of the listing of the H Shares on the Stock Exchange and any corporate re-organisation, and the terms covenants and conditions contained in the tenancy agreement shall be duly performed and observed; and
- (o) there are no circumstances which would enable any person or entity to exercise any right of re-entry or taking possession of any of the Leased Properties under the relevant tenancy agreements or any part thereof or (if applicable) which would otherwise restrict or terminate the continued possession or occupation of any of the Leased Properties or any part thereof.

## **11. Intellectual property rights**

- 11.1 So far as applicable, all patents, trademarks, designs and business names and other registrable intellectual property rights (if any) used and proposed to be used by each of the companies in the Group in connection with their respective businesses either are registered in their names as sole or joint proprietor and are in their sole or joint beneficial ownership or are in the process of being registered by, transferred or assigned to, a member of the Group or used under valid licences granted by the proprietor(s) or beneficial owner(s) thereof and such licences are in force and have not been revoked or terminated.
- 11.2 No member of the Group has received any notice or is otherwise aware of any infringement of or conflict with asserted rights of others with respect to any rights mentioned in paragraphs 11.1 above, or of any facts which would render any such rights invalid or inadequate to protect the interests of the relevant member of the Group and which are material and adverse to the business of the Group. The operations of each of the Company and its subsidiaries do not infringe the intellectual property rights and/or proprietary rights of any third parties and all such operations do not contravene any applicable laws and/or regulations of any country or territory in which any of the Company and its subsidiaries operates.
- 11.3 The description of all the intellectual property rights of the Group as referred to in the sub-paragraph headed “2. Intellectual property rights of our Group” under the paragraph headed “B. Further information about the business of our Group” in Appendix VI to the Prospectus is accurate in all material respect and, insofar as the

Company is aware, none of such rights is subject to any encumbrances or third party rights.

## **12. Employment and disputes**

- 12.1 No labour disputes with the employees of any member of the Group exist or, to the knowledge of the Company and the Covenantors, is imminent or threatened which will have a material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.
- 12.2 Save for any order, demand, administrative measures promulgated by relevant government authorities in the PRC, Hong Kong, Thailand and/or Indonesia requiring suspension and/or implementation of special arrangements due to COVID-19 and/or other epidemic or infectious disease of similar nature, none of the Company nor the Covenantors are aware of any existing or imminent labour disturbance by the employees of a material nature of any of the principal suppliers or contractors of any member of the Group which might be expected to result in any material adverse effect to the business, financial or trading condition or prospects of the Group taken as a whole.
- 12.3 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 known to the Company and the Covenantors which may give rise to any dispute which might be expected to have a material adverse effect on such joint venture or company or its business or finances.

## **13. Litigation**

- 13.1 No member of the Group is a defendant in proceedings (or conceded any claims) of material importance relating to alleged infringement of intellectual property, no litigation or arbitration proceedings (including any action or claim in respect of breach or infringement of intellectual property) of material importance directly or indirectly involving or affecting any company in the Group (or involving or affecting the Directors or any other person for whom any such company is or may be vicariously liable to a material degree) is in progress or is threatened or pending and to the best of the knowledge and belief of the Company and the Covenantors, having made all reasonable enquiries, there are no circumstances known to any of the companies in the Group or any of their respective directors which are likely to give rise to any such litigation or arbitration proceedings.
- 13.2 No member of the Group has committed or is liable for any criminal, illegal, unlawful or unauthorised act or breach of any obligation imposed by or pursuant to any law or contract in any material respect, and no such claim remains outstanding against any such member.

## **14. Interests of directors**

- 14.1 All the interests of each of the Directors in the companies in the Group required to be notified to the Company and to the Stock Exchange pursuant to Part XV of the Securities and Futures Ordinance (assuming that the Shares are already listed on the Stock Exchange on the Prospectus Date) and their direct and indirect interests in any of

the companies which were parties to transactions completed within the last two years immediately preceding the Prospectus Date relating to the business of the Group, or loans to or by, or properties or other assets acquired or disposed of by or leased to or proposed to be acquired or disposed of by or leased to, any company in the Group within the last two years immediately preceding the Prospectus Date are disclosed in the Prospectus to the full extent required by law and the Listing Rules.

- 14.2 None of the Directors or their respective close associates is directly or indirectly interested in any business or in the issued capital of any company which is engaged in a business in competition with the business carried on by the Group.
- 14.3 No member of the Group has outstanding any loans to any of the Directors, any of their respective spouses, children or other relatives or any body corporate, trust or entity in which any of them has a controlling interest, other than another member of the Group or otherwise than in the ordinary and usual course of business of the Group.
- 14.4 None of the Directors have revoked the respective authority and confirmations given by his or her responsibility letter and statement of interests and the power of attorney addressed to the Company and the Sole Sponsor and such authorities and confirmations remain in full force and effect.
- 14.5 Except as disclosed in the Prospectus or pursuant to a transaction so disclosed, no indebtedness (actual or contingent or disputed) and no contract or arrangement (other than any transaction relating to the Global Offering) is outstanding between any member of the Group (on the one hand) and any connected person (as defined in the Listing Rules) (on the other hand).
- 14.6 Except as disclosed in the Prospectus:
  - (a) there are no connected transactions and continuing connected transactions that have not been disclosed in the Prospectus or, to the best of the knowledge, information and belief of the Company, any other connected transaction that would require a waiver from the Stock Exchange under the Listing Rules; and
  - (b) all information (including but not limited to historical figures) and documentation provided by the Company to the Sole Sponsor are true and accurate and complete in all material respects and there is no other information or document that has not been provided the result of which would make the information and documents so received misleading in any respect.

## **15. Environmental**

- 15.1 Save as disclosed in the Prospectus and the PRC Legal Opinions, the Group (i) is in compliance with any and all published applicable national, provincial, municipal, local and foreign laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or waters, pollutants or contaminants; (ii) has obtained all permits, licences or other approvals required of it under such applicable environmental laws and regulations without which its business would be affected; and (iii) is in compliance with all terms and conditions of any such permit, licence or approval.



**16. General**

- 16.1 Reference to “best knowledge, information, belief and/or awareness” of any person or similar terms contained in this Schedule 4 shall be treated as including but not limited to any knowledge, information, belief and awareness which the person would have had if such person had made due and careful enquiries.

## **SCHEDULE 5**

### **SHAREHOLDINGS**

The following table sets out the issued share capital of the Company as at the date of this Agreement:

<b><u>Name of shareholder</u></b>	<b><u>Number of Shares</u></b>	<b><u>Approximate percentage of Shareholding (%)</u></b>
Mr. Wang	5,923,286	6.9
Newtrend Industrial	35,159,054	41.1
Ji'an Jingkai District Juhexing Investment Consulting Partnership (Limited Partnership)* (吉安市井開區聚合興投資諮詢合夥企業 (有限合夥))	5,803,817	6.8
Shenzhen Guoxin Hongsheng Equity Investment Fund (Limited Partnership)* (深圳市國信弘盛股權投資基金 (有限合夥))	8,366,425	9.8
Guangzhou Fuxing Investment Partnership (Limited Partnership)* (廣州富興投資合夥企業 (有限合夥))	5,138,740	6.0
Fujian Xingzheng Strategic Venture Capital Enterprise (Limited Partnership)* (福建興證戰略創業投資企業 (有限合夥))	4,898,377	5.7
Pingtian Xingzheng Saifu Equity Investment Partnership (Limited Partnership)* (平潭興證賽富股權投資合夥企業 (有限合夥))	3,876,255	4.5
Zhang Chaoyi	3,672,268	4.3
He Qingfeng	3,291,710	3.8
Shenzhen Xiuneng Newtrend Investment Enterprise (Limited Partnership)* (深圳市修能新琪安投資企業 (有限合夥))	1,969,146	2.3
Yang Haijun	1,851,586	2.2
Chen Yiyuan	1,234,390	1.4
Huang Wenzeng	1,234,390	1.4
Huang Yanlu	1,175,610	1.4
Chen Lijun	1,028,659	1.2
Pingtian Xingzheng Saifu No. 1 Equity Investment Partnership (Limited Partnership)* (平潭興證賽富一股權投資合夥企業 (有限合夥))	1,022,121	1.2

## **SCHEDULE 6**

### **SET-OFF ARRANGEMENTS**

1. This Schedule sets out the arrangements and terms pursuant to which the Hong Kong Public Offering Underwriting Commitment of each Hong Kong Underwriter will be reduced to the extent that it makes (or process to be made on its behalf) one or more valid applications for Hong Kong Offer Shares pursuant to the provisions of Clause 5.1A (hereinafter referred to as “**Hong Kong Underwriters’ Applications**”). These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriters’ Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriters’ Applications, such applications must be made, completed and submitted in compliance in all respects with the terms set out in the section headed “How to apply for Hong Kong Offer Shares” in the Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.3.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriters’ Applications or Hong Kong Sub-underwriters’ Applications.

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

**THE COMPANY**

SEALED with the COMMON SEAL of

新琪安集團股份有限公司

(NEWTREND GROUP HOLDING CO., LTD.)

and SIGNED by

王曉 Wang Xiao Qiang



in the presence of:

王皓

王皓 Wang Hao

**THE COVENANTORS**

**SIGNED, SEALED and DELIVERED** by  
**Wang Xiaoqiang (王小強)**

)  
)





in the presence of:

王皓 Wang Hao

**SIGNED, SEALED and DELIVERED by**  
**DING DAN (丁丹)**

)  
) 

in the presence of:

  
 Wang Hao

**SEALED** with the **COMMON SEAL** of  
深圳市新琪安實業發展有限公司  
(SHENZHEN NEWTREND  
INDUSTRIAL DEVELOPMENT CO., LTD.\*)  
And **SIGNED** by



)  
)  
)  
)  
)

王皓

in the presence of:

王皓 Wang Hao

SEALED with the COMMON SEAL of  
吉安市井開區聚合興投資諮詢合夥企業(有限合夥)  
(JI'AN JINGKAI DISTRICT JUHEXING INVESTMENT  
CONSULTING PARTNERSHIP  
(LIMITED PARTNERSHIP)\*)  
and SIGNED by

JA Ding Dan

in the presence of:

王皓

王皓 Wang Hao



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**THE SOLE SPONSOR**

**SIGNED** by **KENNETH NG**  
for and on behalf of  
**CMBC INTERNATIONAL CAPITAL**  
**LIMITED**

in the presence of: *Bon Cheng*



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)  
)

**THE OVERALL COORDINATORS, THE JOINT GLOBAL COORDINATORS, THE  
JOINT BOOKRUNNERS, THE JOINT LEAD MANAGERS, THE HONG KONG  
UNDERWRITERS AND THE CMIS**

**SIGNED by XUE ZHONG**

for and on behalf of

**CMBC SECURITIES**

**COMPANY LIMITED**

in the presence of:

**IVAN XIAO**

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)  
)  
)  
)



*Ivan Xiao*

SIGNED by XUE ZHONG )  
for and on behalf of )  
CMBC SECURITIES )  
COMPANY LIMITED )  
as attorney for and on behalf of )  
CHINA INDUSTRIAL SECURITIES )  
INTERNATIONAL CAPITAL LIMITED )  
in the presence of: )  
IVAN XIAO )



Ivan Xiao

SIGNED by XUE ZHONG )  
for and on behalf of )  
CMBC SECURITIES )  
COMPANY LIMITED )  
as attorney for and on behalf of )  
GUOSEN SECURITIES (HK) CAPITAL )  
COMPANY LIMITED )  
in the presence of: )  
IVAN XIAO )

薛忠

Ivan Xiao

**THE HONG KONG UNDERWRITERS**

SIGNED by XUE ZHONG )  
for and on behalf of )  
CMBC SECURITIES )  
COMPANY LIMITED )  
as attorney for and on behalf of )  
each of the other )  
HONG KONG UNDERWRITERS )  
in the presence of: )  
IVAN XIAO )



Ivan Xiao

2025 年 5 月 29 日

- (1) 新琪安集团股份有限公司
- (2) 合贏香江控股有限公司
- (3) 民銀資本有限公司
- (4) 民銀證券有限公司
- (5) 興證國際融資有限公司
- (6) 國信證券（香港）融資有限公司

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基石投资协议

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附表 1 – 投资者股份

附表 2 – 投资者详情

本协议（本“协议”）于 2025 年 5 月 29 日

由以下各方之间作出：

- (1) **新琪安集團股份有限公司**，一家于 2006 年 9 月 8 日根据中国法律成立的有限公司，其于 2017 年 12 月 4 日改制为股份有限公司，其注册办事处位于中国江西省吉安市井冈山经济技术开发区（“**本公司**”）；
- (2) **合贏香江控股有限公司**，一家于 2025 年 5 月 19 日在香港注册成立的私人股份有限公司，其注册办事处位于 Room 10D R1, 10/F, Kin Ga Industrial Building, 9 San On Street, Tuen Mun, New Territories, Hong Kong（“**投资者**”）；
- (3) **民銀資本有限公司**，于香港注册成立的有限公司，其注册办事处位于香港中环康乐广场 8 号交易广场 1 期 45 楼（“**民银资本**”或“**独家保荐人**”）；
- (4) **民銀證券有限公司**，于香港注册成立的有限公司，其注册办事处位于香港中环康乐广场 8 号交易广场 1 期 45 楼（“**民银证券**”）；
- (5) **興證國際融資有限公司**，于香港注册成立的有限公司，其注册办事处位于香港上环德辅道中 199 号无限极广场 32 楼全层（“**兴证国际**”）；及
- (6) **國信證券（香港）融資有限公司**，于香港注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场 1 座 32 楼 3207-3212 室（“**国信证券**”，与民银证券、兴证国际一并统称及各自称为“**整体协调人**”）。

而：

- (A) 本公司已提交申请将其股份在联交所（定义见下文）以全球发售（“**全球发售**”）方式上市，包括：
  - (i) 本公司公开发售 1,058,600 股 H 股（定义见下文）以供香港公众人士认购（“**香港公开发售**”）；及
  - (ii) 本公司根据证券法 S 规例（定义见下文）或证券法其他登记豁免规定于美国境外向投资者（包括向香港专业及机构投资者配售）提呈有条件配售 9,526,800 股 H 股（“**国际配售**”）。
- (B) 民银资本担任全球发售的独家保荐人；民银证券、兴证国际及国信证券担任全球发售的整体协调人。
- (C) 作为国际配售的一部分，投资者拟认购投资者股份（定义见下文），从而对本公司进行股权投资，其须遵守并按本协议所载条款及条件基准行事。

兹约定如下：

## 1. 定义及诠释

- 1.1. 于本协议（包括其引言、及附表），除文义另有所指外，下列各词语及表达具有以下涵义：



“**联属人士**”就特定人士或实体而言，除文义另有所指外，指直接或间接透过一间或多间中间公司控制或受控于或共同受控于指定人士或实体的任何人士或实体。就本释义而言，“**控制**”一词（包括“**控制**”、“**受控于**”及“**共同受控于**”）指直接或间接拥有指示或促使指示人士的管理及政策的权力，不论是否透过拥有具投票权的证券、以合约方式或其他途径；

“**财汇局**”指香港会计及财务汇报局；

“**总投资金额**”指相等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(f)条所赋予的涵义；

“**联系人**”或“**紧密联系人**”具有上市规则赋予该词的涵义，而“**联系人**”或“**紧密联系人**”须据此诠释；

“**经纪佣金**”指就投资者份额而言按总投资金额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港公众开放进行正常银行业务及联交所开放证券交易的任何日子（星期六、星期日及香港公众假日除外）；

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

“**交割**”指根据本协议的条款及条件完成对投资者股份的认购；

“**资本市场中介人**”指参与全球发售的资本市场中介人，具有上市规则赋予该词的涵义；

“**公司条例**”指香港法例第 622 章《公司条例》（经不时修订、补充或以其它方式修改）；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章《公司（清盘及杂项条文）条例》（经不时修订、补充或以其它方式修改）；

“**关连人士**”或“**核心关连人士**”具有上市规则赋予该词的涵义，而“**关连人士**”或“**核心关连人士**”须据此诠释；

“**合约（第三者权利）条例**”指香港法例第 623 章《合约（第三者权利）条例》，经不时修订、补充或以其它方式修改；

“**控股股东**”除文义另有所指外，具有上市规则赋予该词的涵义，而“**控股股东**”须据此诠释；

“**中国证监会**”指中国证券监督管理委员会；

“**递延交付日期**”待香港公开发售及国际配售的包销协议（统称为“**包销协议**”）订立、生效及成为无条件且并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

就相关 H 股而言，“**处置**”包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法定或实益权益（包括藉设立或同意设立或出售或授出或同意出售或授出任何

购股权或合约以购买、认购、借出或以其它方式转让或处置、任何认股权证或权利以购买、认购、借出或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权证或出售权）（不论直接或间接、有条件或无条件），或在相关股份或任何其他可转换、可行使或可交换该等相关股份的证券的法定或实益权益中建立任何性质的第三方权利，或代表有权收取该等相关股份、或订约进行上述行为（不论直接或间接，有条件或无条件）；或

- (ii) 订立任何掉期或其他安排，以向另一名人士全部或部分转让相关股份的任何实益所有权或其中任何权益或该等相关股份或该等其他证券的所有权或其中任何权益的任何经济效益或后果；或
- (iii) 直接或间接订立与上文(i)及(ii)所述的任何交易具有相同经济效果的任何其他交易；或
- (iv) 协议或协定或公开宣称有意订立上文(i)、(ii)及(iii)所述任何交易，于各情况下，无论上文(i)、(ii)及(iii)所述任何交易将透过交付相关股份或该等可转换或可行使或可交换相关股份的其他证券的方式、以现金或以其它方式结算；“处置”须据此诠释；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有引言(A)所赋予的涵义；

“**政府机关**”指任何政府、监管或行政委员会、董事会、组织、机关或代理、或任何证券交易所（包括但不限于联交所、证监会和中国证监会）、自律组织或其他非政府监管机关、或任何法院、司法机关、特别法庭或仲裁处，在各种情况下均不论属国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家性质；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有引言（A）所赋予的涵义；

“**H 股**”指本公司股本中每股面值人民币 1.00 元的境外上市外资股，将以港元认购及买卖，并将于联交所上市；

“**获弥偿方**”具有第 6.5 条所赋予的涵义，而如文义所指，“**获弥偿方**”指彼等任一方；

“**国际配售**”具有引言（A）所赋予的涵义；

“**国际发售通函**”指预期将由本公司就国际配售向潜在投资者（包括投资者）发行的最终发售通函，经不时修订或补充；

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函，经不时修订或补充；

“**投资者股份**”指投资者根据本协议的条款及条件在国际配售中认购的 H 股数目，乃按照

附表 1 计算并由本公司及整体协调人厘定;

“**投资者附属公司**”须具有本协议条款第 2.2 条规定的涵义;

“**法律**”指所有相关司法权区内任何政府机关（包括但不限于联交所及证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通告、通函、指令、要求、命令、判决、判令或裁定;

“**交易征费**”于任何情况下，指占总投资金额 0.0027%的证监会交易征费，占总投资金额 0.00015%财汇局交易征费（或于上市日期的现行交易征费）及占总投资金额 0.00565%的联交所交易费（或于上市日期的现行交易费）;

“**上市日期**”指 H 股首次于联交所主板上市日期;

“**上市指引**”指联交所刊发《新上市申请人指南》，包括其不时的修订、补充或以其他方式的变更;

“**上市规则**”指香港联合交易所有限公司证券上市规则以及联交所上市决策、指引及其他规定（均经不时修订或补充）;

“**禁售期**”具有第 5.1 条所赋予的涵义;

“**发售价**”指根据全球发售提呈发售或出售 H 股时的每股 H 股最终港元价格（不包括经纪佣金及交易征费）;

“**超额配股权**”具有国际发售通函所赋予的涵义;

“**各订约方**”指名列本协议的订约方，而如文义所指，“**订约方**”指彼等任何一方;

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

“**专业投资者**”具有证券及期货条例附表一第 1 部所赋予的涵义;

“**招股章程**”指本公司就香港公开发售于香港刊发的最终的招股章程;

“**公开文件**”指就国际配售刊发的初步发售通函及国际发售通函，本公司在香港就香港公开发售刊发的招股章程及申请表格以及本公司就全球发售可能刊发的该等其他文件及公告（均经不时修订或补充）;

“**监管机构**”具有第 6.2(h)条所赋予的涵义;

“**S 规例**”指证券法 S 规例;

“**相关股份**”指投资者或投资者附属公司（视情况而定）根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组从投资者股份衍生的本公司任何股份或其他证券抑或权益（无论该等交易将以现金或其他方式结算）;

“**人民币**”指中国法定货币;

“**证券法**”指《1933 年美国证券法》（经不时修订、补充或以其它方式修改）及根据该法律颁布的规则及规例;

“**证监会**”指香港证券及期货事务监察委员会;

“**证券及期货条例**”指香港法例第 571 章《证券及期货条例》;

“**联交所**”指香港联合交易所有限公司;

“**附属公司**”具有公司条例所赋予的涵义;

“**美国**”指美利坚合众国、其领土及属地、美国任何州以及哥伦比亚特区;

“**美元**”指美国法定货币; 及

“**美籍人士**”具有证券法 S 规例所赋予的涵义。

1.2. 于本协议, 除文义另有所指外:

- (a) 加入索引、条款、断章及附表标题仅为方便阅览, 并不影响本协议的解释及诠释;
- (b) 引言及附表构成本协议的组成部分, 并具有与本协议正文中明确规定的相同效力及作用, 对本协议的任何提述应包括引言及附表;
- (c) 凡提述“条”、“分条”或“附表”指本协议中的条、分条或附表;
- (d) 凡提述本协议或其他文书将包括对任意一项的任何修改及取代;
- (e) 凡提述法令或法律条文将包括:
  - (i) 经不时综合、修改、补充、修订、重新制定或被任何法令或法律条文所取代的法令及法律条文;
  - (ii) 已废除予以重新制定的任何法令或法律条文 (不论是否有修改); 及
  - (iii) 据此订立的任何附属条例;
- (f) 单数应包含复数, 反之亦然, 且表示一种性别的词语应包含另一种性别;
- (g) 凡提述书面包括以可读和非暂时性形式复制文字的任何方式;
- (h) 除另有指明者外, 所提述日期及时间分别指香港日期及时间;
- (i) 凡提述一名“**人士**”, 将包括个人、企业、公司、法人、非法人组织或机构、政府、州或国家机构、合营企业、协会或合伙, 不论是否具有独立的法人资格;
- (j) “**附属公司**”一词具有公司条例第 15 条赋予它的涵义;
- (k) 凡提述“**包括**”、“**包含**”及“**包括有**”须分别理解为包括但不限于、包含但不限于及包括有但不限于, 及

- (l) 凡就香港以外任何司法权区的任何行动、济助、方法或司法程序、法律文书、法律地位、法院、官员或其他法律概念或事件提述任何法律术语，视为包括该司法权区最类近香港的法律术语。

## 2. 投资

- 2.1. 待下文第3条所述的条件达成（或获各订约方共同豁免，惟第3.1(a), 3.1(b), 3.1(c) 及3.1(d) 条所载条件不得获豁免以及3.1(e) 条下的条件仅可获本公司、整体协调人及独家保荐人共同豁免除外）以及在本协议的其他条款及条件的规限下：

- (a) 根据国际配售（并作为国际配售的一部分），投资者将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、配发及配售投资者股份，以及整体协调人将按发售价向投资者向投资者分配及 / 或交付（视情况而定）或促使按发售价向投资者分配及 / 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、经纪佣金及交易征费。

为避免疑问，投资者股份的数量须根据附表 1 计算，并须以本公司和整体协调人的最终决定为准，该决定将是决定性的，并对投资者有约束力。

- 2.2. 投资者可选择不迟于上市日期前五个工作日以书面通知本公司、整体协调人及独家保荐人，透过投资者的全资附属公司认购投资者股份，而该指定投资者为专业投资者且(i)并非美籍人士；(ii)位于美国境外以及(iii)根据证券法S规例以离岸交易的形式认购投资者股份（“**投资者附属公司**”），惟：

- (a) 投资者须促使该投资者附属公司于该日期向本公司、整体协调人及独家保荐人提供书面确认，同意受投资者于本协议所作相同协议、陈述、担保、承诺、声明及确认的约束，而投资者于本协议所作的协议、陈述、担保、承诺、声明及确认须视作由投资者为其本身及代表该全资附属公司而做出；及
- (b) 投资者(i)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者附属公司妥为准时履行及遵守其于本协议项下的所有协议、责任、承诺、保证、陈述、弥偿、同意、声明、确认及契诺（“**投资者义务**”）（如果投资者在履行和遵守投资者义务需要投资者附属公司的协助或合作，涉及投资者附属公司或以其他方式适用于投资者附属公司）；及(ii)承诺根据第 6.5 条按要求充分有效地对各获弥偿方进行弥偿及保持弥偿。

投资者在第 2.2 条下的责任构成直接、主要及无条件的责任，以按要求向本公司、整体协调人或独家保荐人支付该投资者附属公司有责任根据本协议支付的款项，并按要求立即履行该投资者附属公司在本协议下的任何责任，而无需本公司、整体协调人或独家保荐人首先对该投资者附属公司或任何其他人士采取措施。投资者于本协议所作的陈述、担保、承诺、声明及确认须视作由投资者为其本身及代表该投资者附属公司而做出。除文义另有规定者外，“**投资者**”一词须根据本协议诠释以涵盖该投资者附属公司。

- 2.3. 本公司及整体协调人可按其全权酌情决定，所有或部分投资者股份将根据第 4.3 条于递延交付日期交付。
- 2.4. 本公司及整体协调人（代表彼等自身及全球发售的承销商）可按彼等可能协定的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人（代表彼等自身及全球发售的承销商）根据附表1最终厘定。且除非出现明显错误，否则该厘定将为决定性并对投

投资者具有约束力。

### 3. 协议以全球发售完成为条件

- 3.1. 投资者根据本协议认购，以及本公司与整体协调人根据第2.1条发行、配发、配售、分配/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份之责任，仅于下列条件于交割当日或之前获各订约方达成或共同豁免后方可作实（第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载条件不可获豁免且第3.1(e)条所载条件仅可获本公司、整体协调人及独家保荐人共同豁免者除外）；
- (a) 就包销协议，且于该等包销协议订明之时间及日期前生效及成为无条件（根据彼等各自之原条款或其后经各订约方协定豁免或修改），而包销协议概无被终止；
  - (b) 发售价由本公司和整体协调人（代表全球发售的包销人）协定；
  - (c) 联交所上市委员会授予 H 股（包括投资者股份以及其他适用豁免及批准）上市及买卖，且有关批准、许可或豁免于 H 股在联交所主板开始买卖之前并未被撤销；
  - (d) 概无任何政府机关实施或颁布任何法例而禁止根据全球发售或本协议拟进行之交易之完成，且并无主管司法权区法院之现行命令或禁制令阻止或禁止有关交易之完成；及
  - (e) 投资者及投资者附属公司根据本协议之相关声明、保证、承诺及确认在各方面属真实、准确，且并无误导，投资者及投资者附属公司亦无严重违反本协议。
- 3.2. 倘 (i) 第3.1条所载任何条件（第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载条件不可获豁免且第3.1(e)条所载条件仅可获本公司、整体协调人及独家保荐人共同豁免者除外）于本协议日期后一百八十（180）天当日或之前（或本公司、投资者、整体协调人及独家保荐人可能书面协定的其他日期）尚未获各订约方达成或共同豁免，或 (ii) 全球发售未按本协议的设定完成，则投资者认购投资者股份之义务以及本公司和整体协调人向投资者发行、配发、配售、分配及/或交付（视情况而定）或促成发行、配发、配售、分配及/或交付（视情况而定）投资者股份之义务应告终止，且投资者根据本协议向其他方支付的任何款项将由该其他方不计息偿还予投资者，以及本协议将告终止及失效，且本公司、整体协调人及/或独家保荐人的所有义务及责任将告终止；惟根据本第3.2条终止本协议不得有损于任何一方就有关终止时或之前就本协议条款向其他方的累计权利或责任。为免生疑问，本第3.2条中的任何内容均不得解释为赋予投资者在直至本第3.2条规定的上述日期期间内纠正违反投资者在本协议下作出的各陈述、保证、承诺及确认的任何行为的权利。
- 3.3. 投资者承认，概无确保全球发售将会完成或不会推迟或终止或发售价会在公开文件中列明的指示性范围内，倘全球发售因任何原因未能于预期日期及时间完成或根本不能完成或发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人毋须对投资者承担任何责任。倘全球发售因任何原因于预期日期及时间未能完成或根本不能完成或发售价不在公开文件中列明的指示性范围内，投资者特此放弃向本公司、整体协调人及/或独家保荐人或彼等各自的联属人士、高级职员、董事、雇员、职员、联系人、合伙人及代表提出任何索赔或诉讼的任何权利（如有）。

### 4. 交割

- 4.1. 受第3条及本第4条所限，投资者将根据国际配售（并作为国际配售的一部分），通过整体协调人（及/或其联属人士）（作为国际配售相关部分国际承销商的国际代表）按发售

价认购投资者股份。因此，投资者股份将于国际配售交割的同时或递延交付日期，以本公司及整体协调人厘定的时间及方式完成认购。

- 4.2. 无论投资者股份的交付时间和方式，投资者应不迟于上市日期当日香港时间上午八时（或其他任何可能由本公司和整体协调人指定的日期及时间）以港元向整体协调人足额缴付总投资金额连同相关经纪佣金及交易征费，以即时可用资金不作任何扣减或抵消电汇至整体协调人于上市日期前不迟于一（1）个营业日书面告知投资者的有关港元银行账户，该通知应包括（其中包括）付款账户详情及投资者根据本协议应付总金额。
- 4.3. 倘若公司及整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（“**递延交付日期**”）交付，在此情况下，整体协调人须(i)于上市日期之前不迟于两(2)个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两(2)个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。公司及整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，投资者仍须按第 4.2 条所指明的方式付款。
- 4.4. 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前两(2)个营业日以书面形式通知整体协调人的中央结算系统投资者参与者账户或中央结算系统股份账户。
- 4.5. 在不损害第 4.3 条规定的原则下，投资者股份的交付亦可以本公司、独家保荐人、整体协调人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期香港时间上午8:00（与交付投资者股份的时间及方式并无关系）。
- 4.6. 倘未按本协议规定的时间或方式接收或结算总投资金额及相关经纪佣金及交易征费（无论全部或部分），且本公司、投资者、整体协调人及独家保荐人之间没有补充协议，本公司、整体协调人及独家保荐人保留各自终止本协议的绝对权利，在该情况下，所有本公司、整体协调人及独家保荐人的所有义务及责任应终止（但不得损害本公司、整体协调人及独家保荐人对投资者因其未能履行其于本协议项下的义务而提出的任何索赔要求的权利）。投资者在任何情况下应按税后基准对因投资者未能足额缴付总投资金额和经纪佣金及交易征费或未能遵守本协议的任何条款而遭受或招致的任何损失和损害的各获弥偿方负全责并对其进行赔偿，使其免受损害并获得完全赔偿。
- 4.7. 倘因超出本公司、整体协调人或独家保荐人（及 / 或其联属人士）控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、任何疾病、流行病和大流行病的爆发或升级、政府运作奔溃、公众骚乱、政治动荡、敌对行动的威胁或升级、恐怖活动、叛乱、内乱、罢工、其他行业行动、电力或其他供应的全面故障、计算机故障或任何汇款系统的故障、禁运、劳资纠纷及任何现有或未来的法律、法令、法规的变化、任何现有或未来的政府活动行为或类似情况）而妨碍或延迟履行其于本协议项下的责任，本公司、整体协调人及独家保荐人概不就上述未能或延迟履行其于本协议项下的责任负责，且本公司、整体协调人及独家保荐人各自有权终止本协议。
- 4.8. 倘于上市日期或之后未能满足上市规则第8.08(3)条的规定（其规定于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过50%），本公司、整体协调人和独家保荐人有权全权酌情调整投资者所获得投资者股份的分配，以满足上市规则第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（为其本身及代表投资者附属公司（倘投资者股份由该投资者附属公司持有））同意、与本公司、整体协调人及独家保荐人立约及向其承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者不会，且投资者会使其投资者附属公司不会，不论直接或间接在自上市日期（包括当日）起计六（6）个月期间（“**禁售期**”）任何时间，(i) 以任何方式处置任何相关股份、相关股份的任何权益、投资者附属公司或持有任何有关股份的任何公司或实体，或任何投票权或附带的任何其他权利，包括可转换、可交换、可行使为代表收取任何上述证券的权利的任何证券，但投资者可以押记、质押、按揭或以其他方式以香港金融管理局授权的机构（“**机构**”）为受益人，在符合上市规则的情况下对投资者股份设立抵押，作为一项或多项按正常商业条款授予投资者的善意贷款（“**贷款**”）的担保，以便为投资者根据本协议收购投资者的股票融资。若投资者违约，机构可以根据适用贷款的条款和条件取消或强制执行（无论是在禁售期或其他情况下）该担保，但投资者应促使机构在禁售期内不处置投资者股份；或(ii) 订立任何掉期或其他安排，将该股本或证券所有权的任何经济后果或其中的任何权益或任何投票权或任何其他附带的权利全部或部分转让给他人，但上述(i)项另有规定的除外；或(iii) 同意或签订合同，或公开宣布进行上述任何此类交易的意向；或(iv) 允许其本身进行最终实益拥有人层面的控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(v) 直接或间接订立与上述任何交易具有相同经济效果的任何交易。
- 5.2. 第5.1条所载事宜不会妨碍投资者向投资者的任何全资附属公司转让全部或部分相关H股（“**准许的安排**”），前提是在所有情况下：
- (a) 至少在五（5）个工作日之前向本公司、整体协调人及独家保荐人提供有关该转让的书面通知，其中包括相关全资附属公司的身份以及本公司、整体协调人及独家保荐人可能合理要求的证明未来受让人是投资者的全资附属公司的证据；
  - (b) 于该转让前，有关全资附属公司须首先作出书面承诺（以令本公司、整体协调人及独家保荐人满意的条款向彼等及以彼等为受益人）同意，及投资者承诺促使有关附属公司将受投资者于本协议项下的责任约束（包括第5条对投资者施加的限制），犹如有关全资附属公司本身受有关责任及限制所规限，且在转让之前，有关全资附属公司须作出与投资者在本协议项下相同的确认、陈述和保证，从而使投资者及该全资附属公司应被视为就其持有的所有相关股份而言的投资者，并应共同和单独承担本协议规定的所有责任和义务；
  - (c) 倘由于任何许可安排而持有任何相关股份的任何全资附属公司即将或将不再是投资者的全资附属公司，该实体必须（并且投资者应促使该实体）在不再是投资者的全资附属公司之前。确保其在任何该等相关股份中的全部权益以及由相关股份产生的权益将全部和有效地转让给投资者或投资者的另一家全资附属公司，据此，该另一家全资附属公司也应被要求作出书面承诺。在该转让之前，该其他全资附属公司还须向本公司、整体协调人和独家保荐人发出书面承诺，并以他们满意的条款为受益人，同意并且投资者承诺促使该新的附属公司受投资者在本协议下的义务约束，包括但不限于本第5条规定的投资者的义务，如该其他全资附属公司本身受该义务约束一样，并作出投资者在本协议下的相同确认、陈述和保证；
  - (d) 有关全资附属公司为合资格机构买家(i)并非美籍人士;(ii)位于及将位于美国境外以及(iii)将根据证券法S规例以离岸交易的形式认购相关股份; 及



- (e) 投资者同意及承诺，除非经本公司、整体协调人及独家保荐人事先书面同意，投资者及其附属人士于本公司已发行股本总额的持股总额（直接及间接）将一直低于本公司全部已发行股本的10%（或上市规则不时就定义“主要股东”规定的有关其他百分比），且在上市日期之后，彼等皆不会成为上市规则意义上的本公司的关连人士，此外，投资者及其附属人士在本公司已发行股本总额中的持股总量（直接和间接）不应导致公众持有的本公司证券总额（按上市规则规定和联交所的解释）低于上市规则第8.8条规定的百分比或联交所可能批准的、适用于本公司的其他百分比。投资者同意 (i) 如果注意到任何上述情况，将以书面形式通知本公司、整体协调人和独家保荐人；(ii) 向本公司、整体协调人和独家保荐人提供合理的证据，表明投资者按自营投资基准持有本公司股本。
- 5.3. 投资者同意，投资者于本公司股本中的持股量（经计及本协议项下的认购）是按其自行投资基准厘定及于本公司、整体协调人及/或独家保荐人合理要求时向本公司、整体协调人及/或独家保荐人提供合理证明显示投资者于公司股本中的持股量（经计及本协议项下的认购）乃按其自行投资基准厘定。投资者不应，且投资者应促使其联系人不会通过累计投标过程申请认购或购买全球发售的H股（投资者股份除外）或申请认购香港公开发售的H股，除非投资者或其联系人作为其第三方客户的代理人。
- 5.4. 投资者及其附属人士、联系人、董事、高级职员、雇员或代理或最终实益拥有人并无与本公司、本公司控股股东、本公司的任何股东、本集团任何其他成员公司、独家保荐人、整体协调人或全球发售的其他承销商、或其各自的附属人士、董事、高级职员、雇员或代理订立任何与上市规则不符或违反上市规则（包括上市指引第4.15章或香港监管部门刊发的书面指引）的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其关联公司、董事、高级职员、雇员或代理人或最终实益拥有人均没有或将要签订此类安排或协议。
- 5.5. 受制于上述规定，倘投资者及/或投资者附属公司进行任何交易以处置任何相关股份，或同意或订立合约，或宣布有意在禁售期届满后的任何时间进行该等交易，投资者同意、与本公司、整体协调人和独家保荐人订约并承诺，投资者（为其自身或代表投资者附属公司）将尽最大努力并采取一切合理步骤，以确保(i)任何此类处置不会造成无序或虚假的股票市场，且在其他方面符合公司条例的规定（清盘和杂项规定），《证券及期货条例》、《上市规则》和所有适用的法律和法规以及所有主管司法管辖区的证券交易所的规则。且(ii) 不会与直接或间接从事与本集团业务有竞争或潜在竞争的业务的人士，或与该人士的控股公司或附属公司的任何其他实体进行任何有关交易。为避免任何疑问，第5.5(ii)条的这种限制不适用于在联交所公开市场上出售任何相关股份。

## 6. 确认及保证

- 6.1. 投资者（为其本身及代表该投资者附属公司）向本公司、整体协调人及独家保荐人各方承认、同意、及确认：
- (a) 本公司、整体协调人、独家保荐人及彼等各自的附属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无作出声明及发出保证或承诺或担保将进行或完成全球发售（在任何特定时期内或根本未作出）或发售价将在公开文件所载的指示性范围内，及倘全球发售因任何原因延迟、并无进行或未完成，或倘发售价并未在公开文件所载的指示性范围内，彼等将不对投资者承担任何责任。投资者特此放弃向本公司、整体协调人、独家保荐人及/或彼等各自的附属人士提出就全球发售被推迟或因任何原因未能在预期的日期和时间内完成或根本没有完

成，或如果发售价格不在公开文件所载的指示性范围内的任何索赔或诉讼的任何权利（如有）；

- (b) 本协议、投资者的背景资料及本协议各订约方的关系及安排须于公开文件及全球发售的其他营销及路演资料中披露及投资者将在公开文件及有关其他营销及路演资料及公告中提及，尤其是，本协议将为须根据公司（清盘及杂项条文）条例及上市规则就全球发售或以其他方式提交香港监管部门及于联交所及公司网站列示并可供公众查阅的重要合约；
- (c) 与投资者有关的信息将需要根据上市规则向联交所提交、于 FINI 上与本公司、联交所、证监会或其他监管机构共享、及包含在整合配售人士名单中于 FINI 上披露予整体协调人，并且所有该等信息在各方面都是真实、完整和准确，且不具误导性；
- (d) 发售价将完全根据全球发售的条款及条件厘定及投资者并无权利对此提出任何异议；
- (e) 投资者将透过整体协调人及/或彼等联属人士以彼等作为国际配售的国际承销商的国际代表身份认购投资者股份；
- (f) 投资者将根据组织章程大纲及细则或本公司其他组成或宪章文件、适用法律及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受到根据上市规则第 18 项应用指引、上市指引第 4.14 章或联交所可能批准并不时适用于公司的其他百分比，或在国际发售与香港公开发售之间重新分配 H 股的影响；
- (h) 本公司、整体协调人及/或独家保荐人可全权酌情调整投资者股份的数目分配，以符合上市规则第 8.08(3)条的规定，其规定于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；
- (i) 于订立本协议的时间前后或于其后任何时间但于国际配售结束前，本公司、整体协调人及/或独家保荐人与一名或以上其他投资者已订立，或可能及/或拟订立类似投资的协议，作为国际配售的一部分；
- (j) 投资者股份并无亦不会根据证券法或美国任何州或其他司法权区的证券法登记，且不得在美国直接或间接或向任何美籍人士或代其或为其利益发售、转售、抵押或以其他方式转让，惟根据实际登记声明或获豁免登记或进行不受限于证券法登记规定的交易或有关司法权区适用法律允许以外的其他司法权区除外；
- (k) 投资者股份转让仅可根据证券法 S 规例以“离岸交易”（定义见证券法 S 规例）在美国境外作出，及在各情况下均需遵守美国任何州及任何其他司法权区的任何适用证券法，而代表投资者股份的任何股票应具有大致类似效力的标识；
- (l) 投资者了解本公司、整体协调人、独家保荐人、资本市场中介人或国际配售的任何国际承销商概无作出证券法项下任何可用豁免有关随后再发售、转售、抵押或转让投资者股份的任何有效性声明；

- (m) 除根据第 5.2 条外，倘投资者股份由一家附属公司持有而有关附属公司于禁售期届满前继续持有任何投资者股份，投资者应促使该附属公司在相关期内继续为投资者的全资附属公司及继续遵守本协议条款及条件；
- (n) 投资者已收到（及可能于未来收到）可能构成投资者投资（及持有）投资者股份的重大非公开资料及/或证券及期货条例所定义的内幕消息，及其将：(i) 严格按须知基准仅就评估其对投资者股份的投资或法律规定的其他方式不向其附属人士、附属公司、董事、高级职员、雇员、顾问、代理、合伙人及代表（“**获授权接收人**”）以外的任何人士披露有关资料，直至有关资料在投资者或其获授权接收人无违约的情况下成为公开资料；(ii) 尽全力确保获授权接收人（根据第 6.1(m)条获披露有关资料的人士）按严格须知基准并无向获授权接收人以外的任何人士披露有关资料；及 (iii) 不会及将确保获授权接收人（根据第 6.1(m)条获披露有关资料的人士）并无以可能导致违反美国、香港、中国或有关买卖的任何其他适用司法权区证券法（包括任何内幕交易条文）的方式购买、出售或买卖或以其他方式直接或间接买卖 H 股或本公司或其附属人士或联系人的其他证券或衍生工具；
- (o) 按机密基准提供予投资者及/或其代表的本协议、招股章程草拟本及按机密基准可提供予（不论是书面还是口头）投资者及/或其代表的任何其他材料不得转载、披露、传阅或分发予任何其他人士，及所提供的有关资料及材料可予更改、更新、修订及完成，及投资者及/或于决定是否投资投资者股份时不应倚赖有关资料及材料。为免生疑问：
- (i) 可提供予投资者及/或其代表的招股章程草拟本或任何其他材料概不构成于不允许进行要约、招揽或销售的任何司法权区收购、购买或认购任何证券的邀请或要约或招揽，及可提供予（不论是书面还是口头）投资者及/或其代表的招股章程草拟本或任何其他材料所载资料不论如何概不构成任何合约或承诺的基准；
- (ii) 不得以可提供予（不论是书面还是口头）投资者及/或其代表的初步发售通函或招股章程草拟本或任何其他材料的基准作出或收取认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 可提供予（不论是书面还是口头）或交付予投资者的初步发售通函或招股章程草拟本或任何其他材料可于订立本协议后进行进一步修订，及投资者于决定是否投资投资者股份时不应倚赖有关资料及投资者谨此同意进行有关修订（如有）并豁免有关修订权（如有）；
- (p) 本协议并不共同或个别构成美国或有关要约属不合法的任何其他司法权区的证券销售要约；
- (q) 投资者及任何其各自附属人士或代其行事的任何人士概无从事或将从事 H 股的任何定向销售工作（定义见 S 规例）；
- (r) 投资者已获提供其视为必要或适宜的所有资料，以评估收购投资者股份的价值及风险，并已获机会咨询本公司、整体协调人或独家保荐人其视为必要或适宜的有關本公司、投资者股份或其他有关事宜并取得回复，以评估收购投资者股份的价值及风险，本公司已向投资者或其各自代理提供投资者或投资者代表所需的投资投资者股份有关的所有文件及资料；

- (s) 于作出投资决定时，投资者已及将仅倚赖本公司发出的国际发售通函内所载资料，而并无倚赖本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或彼等的代表于有关日期或之前可能向投资者提供的任何其他资料，及本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概无就国际发售通函未载入的任何有关资料或材料的准确性或完整性作出任何声明及担保或承诺，及本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及彼等的联属人士并无或将会不会因彼等使用或倚赖有关资料或材料或国际发售通函未载入的任何资料而对投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负责；
- (t) 投资者了解整体协调人、独家保荐人、资本市场中介人、其他承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概无就投资者股份的价值、认购、购买或有关要约，或就本公司或其附属公司的业务、经营、前景或状况、财务或其他或任何有关其他事宜或与之相关的事宜向其作出任何保证、声明或推荐意见；及除最终国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的价值、认购、购买或有关要约，或就本公司或其附属公司的业务、经营、前景或状况、财务或其他或任何有关其他事宜或与之相关的事宜向投资者作出任何保证、声明或推荐意见；
- (u) 投资者将就其出售（直接或间接）任何相关投资者股份（其就此为或将为（直接或间接）实益拥有人或在招股章程中列示为实益拥有人）根据本协议、上市规则及任何适用法律遵守不时适用的所有限制（如有）；
- (v) 投资者已自行对本公司及投资者股份以及本协议所订明的认购投资者股份的条款进行调查，并已取得其认为必要、适当或以其他方式符合其本身关注（包括税项、监管、财务、会计、法律、货币及有关投资投资者股份及投资者适合性的其他事宜）的自身独立意见（包括税项、监管、财务、会计、法律、货币及其他事宜），并无倚赖，且无权倚赖本公司或任何整体协调人、独家保荐人、资本市场中介人或承销商或其代表就全球发售取得或进行的任何意见（包括税项、监管、财务、会计、法律、货币及其他事宜）、尽职审查或调查或资本市场中介人、承销商其他意见或安慰（视情况而定）及本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概无就任何税项、法律、货币或收购或买卖投资者股份的其他经济或其他后果负责，投资者股份的收购是公司投资者根据本协议的条款以公平商业条款订立的；
- (w) 投资者了解现时并无投资者股份的公开市场，及本公司，整体协调人，独家保荐人，全球发售的承销商或其各自附属公司、联属人士、董事、高级职员、雇员、代理人、代表、联系人、合伙人及顾问或参与全球发售的各方概无保证存在投资者股份的公开市场；
- (x) 倘全球发售因任何原因未完成，本公司、整体协调人、独家保荐人或彼等的任何有关联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表对投资者或其附属公司并无责任；

- (y) 本公司及整体协调人将全权酌情更改或调整 (i) 根据全球发售将发行的 H 股数目; (ii) 根据香港公开发售及国际配售分别将发行的 H 股数目; 及 (iii) 联交所可能批准并符合适用法律的对发售股份数量、发售价范围及最终发售价的其他调整或重新分配;
- (z) 买卖 H 股须遵守适用的法律法规, 包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何有资格的证券交易所的相关规则对股票买卖的限制;
- (aa) 投资者一方与另一方本公司、本公司任何股东、整体协调人、独家保荐人及/或任何第三方之间并无就全球发售订立任何其他协议;
- (bb) 投资者无权根据本协议提名或任命任何人担任公司的高级职员或董事; 及
- (cc) 投资者已同意支付总投资金额及相关经纪佣金及交易征费应于本协议第 4.2 条商定的日期, 即上市日期上午八时 (香港时间) 前作出。

6.2. 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺:

- (a) 其已根据注册成立所在地法律妥为注册成立并有效存续, 且并未提交有关其破产、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) 其拥有合法权利及授权以拥有、使用、出租及经营其资产并以现时开展业务的方式开展其业务;
- (c) 其拥有全面权力、授权及资格并已采取一切所需行动 (包括向任何政府及监管机构或第三方取得一切必要同意、批准及授权) 以签立及交付本协议、订立及进行本协议项下拟订交易及履行本协议项下责任;
- (d) 本协议已获投资者妥善授权、签立及交付, 构成可依据本协议条款对投资者强制执行之合法、有效且具有约束力的义务;
- (e) 其已采取且于本协议年期内将采取一切必要步骤以履行其于本协议项下的责任及执行本协议及本协议项下拟订交易并遵守一切相关法律;
- (f) 任何适用于投资者的任何相关法律规定须由投资者取得的有关根据本协议认购投资者股份的一切同意、批准、授权、许可及登记 (包括从任何政府和监管部门或第三方获得所有必要的同意, 批准和授权) (“**批准**”) 均已取得, 且具有十足效力及效用且未被宣布无效、撤销、收回或搁置, 概无批准受任何尚未达成或履行的先决条件所规限; 投资者亦不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺如果批准不再具有十足效力或有效或被宣布无效、撤销、收回或搁置, 其将立刻以书面方式通知公司、独家保荐人和整体协调人;
- (g) 投资者签立及交付本协议及其履行本协议并认购或收购 (视情况而定) 投资者股份及完成本协议项下拟订交易不会违反或导致投资者违反 (i) 投资者的组织章程大纲及细则或其他章程或章程文件或 (ii) 投资者就本协议项下拟订交易须遵守或因投资者认购或收购 (视情况而定) 投资者股份而适用于投资者的任何司法权区的法律或 (iii) 对投资者具有约束力的任何协议或其他文书或 (iv) 对投资者拥有司法管辖权的任何政府机关的任何判决、命令或法令;
- (h) 投资者已并将遵守与认购投资者股份有关的所有司法权区的一切适用法律, 包括在适用机关或机构或证券交易所 (“**监管机构**”) 要求的期限内直接或间接通过本公

司、整体协调人及／或独家保荐人或促使或安排他人向联交所、证监会、中国证监会及其他政府、公开、货币或监管机关或机构或证券交易所提供并同意及赞同披露有关资料（包括投资者股份的最终实益拥有人（如有）及／或最终负责作出收购相关指示的人士的身份资料）。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士按有关监管机构要求向有关监管机构披露与本协议项下交易有关的一切资料；

- (i) 投资者具备财务及业务事宜方面的知识及经验，(i) 能够评估预期投资投资者股份的裨益及风险；(ii) 能够承担有关投资的经济风险，包括损失投资者股份的全部投资；及 (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适当的一切资料；(iv) 具有投资于类似发展阶段公司的证券交易的丰富经验；
- (j) 其日常业务是买卖股票或债券或其为专业投资者，并且通过订立本协议，其并非为任何整体协调人或独家保荐人关于本协议项下拟进行交易的客户；
- (k) 其为自身和就投资目的并按专有投资基础作为委托人认购投资者股份，无意将其根据本协议认购的任何投资者股份进行分销，并且投资者无权提名任何人士担任本公司的董事或高级职员；
- (l) 如在美国境外认购投资者股份，则其在证券法 S 规例所定义的“离岸交易”中进行，并且其并非美籍人士；
- (m) 投资者在获豁免遵守或不受限于证券法项下的注册要求的交易中认购投资者股份；
- (n) 其（或其任何实益拥有人、高级职员、董事、雇员、代理、股票持有人或合伙人）均无直接或间接（包括通过经纪人或经纪商）(i) 进行任何一般性的招揽或一般性的广告推广（按照该等词语在《证券法》D 规例下的用法），或(ii)就发售和出售投资者股份刊发任何广告；
- (o) 投资者及投资者的实益拥有人及／或联系人 (i) 为本公司的独立第三方；(ii) 并非本公司的关连人士(定义见上市规则)或其联系人，且投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士(定义见上市规则)，尽管投资者与任何其他一方或多方(其可能会订立(或已订立)本协议所提述的任何其他协议，并将会在紧随本协议完成后独立于有关本公司控制权的任何关连人士且不会与其一致行动(定义见香港公司收购及合并守则))之间存在任何关系；(iii) 并不，且认购投资者股份并不直接或间接接受本公司，本公司董事，本公司主要行政人员，控股股东，主要股东，现有股东，彼等各自的附属公司及／或密切联系人的融资、资金或支持；(iv) 不惯于接受且并无接受任何本公司，本公司董事，本公司主要行政人员，控股股东，主要股东，现有股东，彼等各自的附属公司及／或密切联系人有关本公司证券收购、出售、表决或其他处置的任何指示；
- (p) 投资者将使用其自有资金认购投资者股份，且其并无获得及不拟获得贷款或其他形式的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/或彼等各自的联系人均非任何整体协调人、独家保荐人、资本市场中介、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪人或任何分销商中任何一方的“关连客户”。“关连客户”、“牵头经纪人”及“分销商”各词应具有上市规则附录 F1 (股本证券的配售指引) 所赋予的涵义；

- (r) 投资者的账户并非由相关交易所参与者(定义见上市规则)根据全权管理投资组合协议进行管理。“全权管理投资组合”一词应具有上市规则附录 F1 (股本证券的配售指引)所赋予的涵义;
- (s) 投资者及其实益拥有人及/或彼等各自的联系人均非本公司或其联系人的董事(包括在前 12 个月内为董事)、监事、现有股东、联系人或前述者中任何一方的代名人;
- (t) 除已书面通知整体协调人和独家保荐人外, 投资者及其实益拥有人均不属于(a) 联交所 FINI 配售者清单模板(placee list template)中的配售者类别(基石投资者除外)或需于 FINI 平台上申报或根据上市规则需要申报的其他类别;(b)任何配售者群体需要根据上市规则(包括上市规则第 12.08A 条)于公司的配发结果公告予以识别;
- (u) 投资者并无及将不会就分销 H 股与任何“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) 认购投资者股份须遵守上市规则附录 F1 (股本证券的配售指引)以及上市指引第 4.15 章的规定;
- (w) 投资者、其实益拥有人及/或联系人根据本协议认购投资者股份时概不会使用由本公司关连人士中任何一方、由整体协调人、独家保荐人中任何一方、或由资本市场中介人或全球发售的任何一名承销商(直接或间接)提供的任何融资; 投资者及其各联系人(如有)均独立于已参与或将参与全球发售的其他投资者及彼等的任何联系人, 且与其概无关联;
- (x) 除本协议有所规定外, 投资者并无就任何投资者股份与任何政府机关或任何第三方订立任何安排、协议或承诺;及
- (y) 概无投资者或其任何联系人已申请或透过累计投标过程认购全球发售的任何股份, 或将申请或透过累计投标过程认购全球发售的任何股份, 惟根据本协议进行者除外。

6.3. 投资者(为其本身及代表其附属公司)向本公司、整体协调人及独家保荐人声明及保证, 附表2所载有关其及其为成员公司的集团公司的描述在所有方面均属真实、完整及准确, 且并无误导成分。在不损害第6.1(b)条规定的情况下, 投资者不可撤销地同意在公开文件、营销及路演材料以及本公司、整体协调人及/或独家保荐人可能就全球发售刊发的有关其他公告中提述并纳入其名称及本协议的全部或部分描述(包括附表2所载的描述), 倘本公司、整体协调人及独家保荐人全权认为属必要。投资者承诺尽快提供有关其、其拥有权(包括最终实益拥有权)及/或本公司、整体协调人及/或独家保荐人可能合理要求的其他事宜的相关进一步资料及/或支持文件, 以确保其遵守适用法律及/或相关监管机构(包括联交所、证监会及中国证监会)的公司或证券登记及/或要求。投资者谨此同意, 在审阅有关其及其为成员公司的集团公司的描述(待纳入相关公开文件及不时向投资者提供的有关全球发售的其他营销材料)并作出投资者可能合理要求的修订(如有)后, 投资者应被视为保证有关其及其为成员公司的集团公司的相关描述在所有方面均属真实、准确及完整, 且并无误导成分。

6.4. 投资者理解, 第6.1条、6.2条及6.3条中的声明及承认乃根据(其中包括)香港法律、法规、证券法的规定作出。投资者承认, 本公司、整体协调人、独家保荐人、资本市场中介人、承销商以及彼等各自的附属公司、代理人、联属人士及顾问等将依赖其中所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性, 且其同意其中所载的任何

保证、承诺、声明或承认在任何方面不再真实及完整或有误导成分，其会立即书面通知本公司、整体协调人及独家保荐人。

- 6.5. 投资者同意并承诺，投资者将应要求及按税后基准分别向本公司、整体协调人、独家保荐人、资本市场中介人及全球发售的承销商（分别代表其本身及以信托形式代表其各自的联属人士、对其拥有控制权（定义见证券法）的任何人士以及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理人及代表）（统称“获弥偿方”），就因认购投资者股份、投资者股份或本协议（包括投资者或其各自的高级职员、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人违反或据称违反本协议，或导致违反或据称违反本协议，或作出或未作出本协议项下的任何行动，或据称作出或未作出本协议项下的行动）而可能以任何方式向该等获弥偿方作出或提出的任何及所有损失、成本、费用、申索、行动、责任、法律程序或损害赔偿，以及任何获弥偿方可能基于、因为或有关以上各项所产生对任何有关申索作出争议或对任何有关行动或法律程序作出抗辩而蒙受或招致的任何及所有成本、费用、损失或开支，悉数及有效地作出弥偿及使彼等免受损害。唯第6.5条项下任何获最终司法认定为完全由于相关的获弥偿方在认购投资者股份、投资者股份或本协议方面的不真诚、严重疏忽或蓄意不当行为而造成的责任或费用，则投资者不需负责。第6.5条的规定在任何情况下都将在本协议终止后继续有效。
- 6.6. 投资者根据第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）作出的各项承认、确认、声明、保证及承诺应解释为单独的承认、确认、声明、保证或承诺，且于上市日期及递延交付日期（如适用）被视为重复的承认、确认、声明、保证或承诺。
- 6.7. 本公司声明、保证及承诺：
- (a) 其已根据中国法律正式注册成立及有效存续；
  - (b) 其拥有完整权力、权限及权利且已采取所要求的一切行动，以订立本协议及履行其于本协议项下的义务；
  - (c) 在付款后及在第 5.1 条所规定禁售期的规限下，投资者股份将于根据第 4.3 条交付予投资者时获缴足、可自由转让及不附带任何购股权、留置权、抵押、按揭、质押、申索、权益、产权负担及其他第三方权利，并与届时已发行及将在联交所上市的股份享有同等权益；
  - (d) 本公司及其控股股东(定义见上市规则)、本集团的任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理人概无与任何投资者或其联属人士、董事、高级职员、雇员或代理人订立任何不符合上市规则(包括包括上市指引第 4.15 章)的协议或安排(包括任何附函)；及
  - (e) 除本协议有所规定外，本公司、本集团的任何成员公司及彼等各自的任何联属人士、董事、高级职员、雇员及代理人概无就任何投资者股份与任何政府机关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，投资者将依赖国际发售通函所载的资料，且投资者就国际发售通函拥有的权利应与在国际配售中购买H股的其他投资者相同。

## 7. 公告及保密

- 7.1. 除本协议及投资者订立的保密协议另有规定外，未经其他订约方事先书面同意，各订约方不得披露与本协议或其项下拟进行交易或涉及本公司、整体协调人、独家保荐人及投



投资者的任何其他安排有关的任何信息。尽管有前述规定，本协议仍可由任何一方：

- (a) 向联交所、证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，且本公司将发布的公开文件及本公司、整体协调人及/或独家保荐人将就全球发售发布的营销、路演材料及其他公告中，可以描述投资者的背景及本公司与投资者之间的关系；
- (b) 向各订约方的法律及财务顾问、审计师及其他顾问，以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理人按需知悉基准作出披露，前提是该订约方应 (i) 促使该订约方的此类法律、财务及其他顾问，以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理人了解并遵守本协议规定的所有保密义务，及 (ii) 对该订约方的此类法律、财务及其他顾问，以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理人任何违反有关保密义务的行为负责；及
- (c) 以任何适用法律、对该订约方有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则（包括向香港公司注册处提交本协议作为重要合约进行登记及按照《公司（清盘及杂项条文）条例》及上市规则的规定于联交所及公司网站列示并使其可供公众查阅）或任何主管政府机关的任何具约束力的判决、命令或要求所规定的其他方式作出披露。

- 7.2. 投资者不得作出与本协议及其任何附属事项有关的其他引述或披露，但若投资者已事先征询本公司、整体协调人及独家保荐人以寻求其对有关披露的原则、形式及内容的事先书面同意则除外。
- 7.3. 本公司应尽合理努力，在公开文件公布之前将任何公开文件中与本协议、本公司与投资者之间的关系及有关投资者的背景信息有关的任何陈述，提供给投资者以供其审阅。投资者应与本公司、整体协调人及独家保荐人合作，以确保有关公开文件中所有对其的提述均属真实、完整、准确且不具误导性，及确保公开文件未遗漏任何有关其的重要信息，并应即时向本公司、整体协调人及独家保荐人及其各自的顾问提供任何意见及验证文件。
- 7.4. 在不影响第7.3条规定的情况下，投资者不可撤销地同意，在整体协调人全权认为必要且不会导致投资者违对其适用的任何法律的情况下，于公开文件中提述及载入其名称，并且本协议的全部或部分说明以及投资者的背景资料和他们各自与本公司的关系可以列入公开文件和全球发售的路演材料中。投资者承诺会即时提供准备本公司或整体协调人可合理要求的与其、其拥有权有关及 / 或以其他方式与当中所述事项有关的进一步信息及/或支持文件，以(i)更新本协议日期后公开文件中对投资者的描述，及(ii)使本公司或整体协调人能够遵守适用公司或证券登记及/或主管监管机构（包括但不限于联交所、证监会及中国证监会）的要求。

## 8. 终止

### 8.1. 本协议可按下列方式终止：

- (a) 根据第 3.2、4.5 或 4.6 条；或
- (b) 由本公司或各整体协调人及独家保荐人中的每一方自行终止，前提是(i)投资者于国际配售结束日期、递延交付日期（如适用）或之前严重违反本协议（包括严重违反由投资者根据本协议作出的陈述、保证、承诺及确认）或(ii) 投资者（或根据本协议第 5.1 条受让投资者股份的投资者全资附属公司）在本协议项下的任何相应确认、陈述、承诺、保证或确认在任何方面不准确或不真实的情况；或

(c) 经所有订约方书面同意。

- 8.2. 本协议的任何终止应不影响终止时或终止前任何一方就本协议条款对其他方的已产生权利或责任。
- 8.3. 如果投资者及/或投资者附属公司在交付日期或之前违反了第6条所做的陈述和保证，或者如果未按照本协议规定的时间和方式接收或结算总投资金额及相关经纪佣金及交易费用（无论全部或部分），本公司、整体协调人及独家保荐人应（即使有与本协议相反的任何规定）有权废除本协议及各订约方于本协议下的所有义务应立即终止，但不得损害向投资者及/或投资者附属公司申索其他各方遭受的所有损失的所有权利。
- 8.4. 如本协议被终止，订约各方无义务继续履行各自在本协议下的义务（上述第6.5条规定的赔偿义务和第7.1条规定的保密义务除外），各订约方在本协议下的权利及责任（上述第6.5条规定的责任和下文第12条规定的权利除外）应终止，且任何一方不得对任何其他方提出任何申索，前提是不影响终止时或终止前任何一方就本协议条款对其他方的已产生权利或责任。

## 9. 通知

- 9.1. 本协议项下交付的所有通知均应采用英文或中文书面形式，并应按照第 9.2 条规定的方式交付至以下地址：

倘交付予本公司：

地址：中国江西省吉安市井冈山经济技术开发区  
电邮：longteng@newtrend-group.com  
收件人：郑莫先生

倘交付予投资者：

地址：深圳市福田区深南大道 6008 号深圳特区报业大厦 20C  
电邮：huronxiongzp@163.com  
收件人：熊政平先生

倘交付予独家保荐人：

**民银资本有限公司**

地址：香港中环康乐广场 8 号交易广场 1 期 45 楼  
电邮：project.soaringdragon@cmbccap.com  
收件人：吴海淦先生/郑剑邦先生

倘交付予整体协调人：

**民银证券有限公司**

地址：香港中环康乐广场 8 号交易广场 1 期 45 楼  
电邮：ecm@cmbccap.com  
收件人：ECM

### 兴证国际融资有限公司

地址： 香港上环德辅道中 199 号无限极广场 32 楼全层  
电邮： ecm\_ib@xyzq.com.hk  
收件人： ECM

### 国信证券（香港）融资有限公司

地址： 香港金钟道 88 号太古广场 1 座 32 楼 3207-3212 室  
电邮： ECM@guosen.com.hk  
收件人： ECM

- 9.2. 根据本协议交付的任何通知均应通过专人交付或以传真或电邮或预付邮资邮寄的方式交付。任何通知 (a) 如以专人交付，则于交付时被视为收悉；(b) 如以传真方式交付，则于收到传送确认后被视为收悉；(c) 如以电邮方式交付，则于紧随交付时间后被视为收悉（按发件人发送电邮的设备所记录，不论电邮是否被确认，除非发件人收到自动消息表明电邮未送达）；(d) 如以预付邮资的邮寄方式交付，则（如无更早收到的证据）在邮寄后 48 小时（如以航空邮件递送，则为 6 天）视为收悉。在非营业日收到的任何通知应视为在下一个营业日收悉。

## 10. 一般事项

- 10.1. 各订约方确认并声明，本协议由其正式授权、签署及交付，构成其合法、有效及具约束力的义务，可根据其条款对其强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，各订约方并无为履行其在本协议下的义务而要求任何公司、股东或其他同意、批准或授权，且各订约方进一步确认其能履行其在本协议下的义务。
- 10.2. 就本协议而言，除明显错误外，本公司及整体协调人就投资者股份数目及发售价秉诚作出的计算及确定均属最终定论。
- 10.3. 对于本协议所需或可能需要的给予第三方的任何通知或第三方同意及／或批准，投资者、本公司、整体协调人及独家保荐人应予以配合。
- 10.4. 对本协议的任何更改或变更，若非以书面方式作出并由所有订约方或其代表签署，一概无效。
- 10.5. 除非相关各订约方另有书面约定，否则各订约方应自行承担与本协议有关的法律及专业费用、成本及开支，但就本协议拟订的任何交易产生的印花税，须由有关转让人／卖方及有关受让人／买方以相等份额承担。
- 10.6. 时间应为本协议的要素，但本协议提及的任何时间、日期或期限可经各订约方相互书面协议延展。
- 10.7. 即使已按照第 4 条完成交割，只要能够被履行或遵守，本协议的所有条款应继续完全有效，但对于当时已履行的事项及经各订约方书面同意终止的事项除外。
- 10.8. 除投资者订立的保密协议外，本协议构成各订约方之间有关投资者投资于本公司的全部协议及谅解。本协议取代与本协议标的事项有关的所有先前承诺、确信、保证、陈述、沟通、谅解及协议（不论书面或口头）。

- 10.9. 除本协议其他条款明确规定的情况外，并非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，但这并不影响第三方在《合约（第三者权利）条例》外存在或可用的任何权利或补救：
- (a) 获弥偿方可强制执行及依赖第 6.5 条，如同他们是本协议的订约方。
  - (b) 本协议可予终止或废除且任何条款均可予以修订、修改或豁免，无需经非本协议订约方的任何人的同意。
- 10.10. 整体协调人及独家保荐人各自有权力并获授权以其认为适当的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授予他们的任何一名或多名联属人士（不论是否有正式手续，不论是否事先通知任何被要求给予本公司或投资者的此类转授权）。尽管有任何此类转授权，有关整体协调人或独家保荐人仍应对根据本条款获其转授相关权利、职责、权力及／或酌情权的任何联属人士的所有作为及不作为负责。
- 10.11. 任何订约方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不应被视为该方免除或放弃或以任何方式限制其进一步行使或执行该权利或任何其他权利的能力，任何有关权利或补救措施的单独或部分行使，不妨碍有关权利或补救措施的任何其他或进一步行使或任何其他权利或补救措施的行使。本协议规定的权利、权力及补救措施属累积性质，不排除任何权利、权力及补救措施（无论法律或其他方面规定者）。放弃追究任何违反本协议任何规定的行为的豁免，除非是以书面形式作出并由被要求作出豁免的订约方签署，否则不得生效，亦不得予以暗示。
- 10.12. 如在任何时候，根据任何司法权区的法律，本协议的任何条款在任何方面属于或变成非法、无效或不可执行，这不影响或损害：
- (a) 本协议任何其他条款在该司法权区内的合法性、有效性或可执行性；或
  - (b) 本协议的该条款或任何其他条款在任何其他司法权区法律下的合法性、有效性或可执行性。
- 10.13. 本协议对各订约方及其各自的继承人、遗嘱执行人、遗产管理人、继任人及许可受让人具有约束力并完全为其利益而生效，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。除为内部重组或重组之目的外，任何订约方不得出让或转让其于本协议下的全部或任何部分利益、权益或权利。本协议下的义务不可转让。
- 10.14. 在不损害就其他订约方遭受的一切损失及损害向投资者提出申索的所有权利的情况下，如在上市日期或或递延交付日期（如适用）当日或之前有投资者作出的保证遭违反，本公司、整体协调人及独家保荐人应（即使有与本协议相反的任何规定）有权废除本协议及各订约方于本协议下的所有义务应立即终止。
- 10.15. 各订约方各自与其他订约方承诺，其将签立及履行为使本协议条款生效所需的进一步文件及行为，并促使有关文件及行为获签立及履行。

## **11. 豁免权**

- 11.1. 倘在任何司法权区的任何法律程序（包括仲裁程序）中，投资者为或可为其本身或其资产、物业或收益申索任何行动、诉讼、法律程序或其他法律程序（包括仲裁程序）、抵销或反索偿、任何法院的管辖、送达法律程序文件、任何判决、决定、厘定、判令或裁决（包括仲裁裁决）附加援助或执行、或授予任何救济或执行任何判决、决定、厘定、

判令或裁决（包括仲裁裁决）的其他行动、诉讼或程序的豁免权（基于主权或尊贵地位的理由），或倘在任何有关法律程序中可归属于其本身或其资产、物业或收益的任何有关豁免权（无论是否获申索），投资者兹此不可撤销及无条件地放弃及同意不再就任何有关法律程序请求或申索有关豁免权。

## **12. 规管法律及司法权区**

12.1. 本协议及各订约方之间的关系受香港法例所规管并根据香港法例所诠释。

12.2. 任何因本协议而造成或与之相关的争议、纠纷、分歧或申索，无论是侵权行为、合同、法规或其他方面，包括有关其存在、有效性、解释、违反或终止的任何问题，均应提交香港国际仲裁中心（"HKIAC"），并根据本协议签署之日有效的HKIAC管理仲裁规则（"规则"）由HKIAC最终以仲裁方式解决，该规则通过本条的引用而被视为纳入本协议。指定机构应是HKIAC。仲裁地点须为香港且仲裁程序的规管法律须为香港法例。仲裁庭的决定及裁决对订约方而言须为最终且具约束力，并可于任何具司法管辖权的法院作出及执行，订约方不可撤销及无条件地放弃任何及所有对司法机关提出的任何形式的上诉、审核或追溯的权利，只要有关放弃可有效作出。尽管有上述规定，但在仲裁庭获指定前，各订约方应有权向具有有关司法管辖权的法院寻求临时禁令救济或其他临时救济。在并无影响国家法院的司法权区可提供的有关临时救济的情况下，仲裁庭拥有十足权利授予临时救济或责令各订约方要求法院修改或取消有关法院颁布的任何临时或初步救济，并就任何订约方不能就此履行仲裁庭的判令裁定赔偿。

## **13. 副本**

13.1. 本协议可签立任何数目的副本并可由有关订约方各自在单独的副本中签立。各副本为原件，但所有副本共同构成一份相同的文件。递交本协议的经签署副本签署页面的有效方式为以电子邮件附件(PDF)或传真方式进行。

兹证明各订约方于文首载列日期已透过其正式授权签名人签署本协议。

代表

新琪安集团股份有限公司

签署：

A handwritten signature in black ink, appearing to be '王小强' (Wang Xiaoqiang), written in a cursive style.

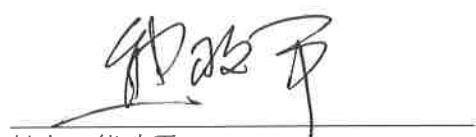
---

姓名：王小强

职衔：执行董事

代表  
合赢香江控股有限公司

签署：

A handwritten signature in black ink, appearing to be '熊政平' (Xiong Zhengping), written over a horizontal line.

姓名：熊政平  
职衔：董事

代表  
民銀資本有限公司

簽署：

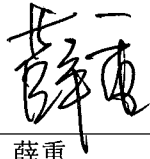
A handwritten signature in black ink, appearing to be 'Wu Haitan', written over a horizontal line.

姓名：吳海淦  
職銜：副總經理



代表  
民銀證券有限公司

簽署：

A handwritten signature in black ink, appearing to be the Chinese characters '薛重' (Xue Chong), written in a cursive style.

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姓名：薛重  
職銜：董事總經理

代表  
民銀證券有限公司  
作為  
興證國際融資有限公司  
的授權代表

簽署：

A handwritten signature in black ink, appearing to be the Chinese characters '薛重' (Xue Zhong), written in a cursive style.

姓名：薛重

職銜：董事總經理

代表  
民銀證券有限公司  
作為  
國信證券（香港）融資有限公司  
的授權代表

簽署：

A handwritten signature in black ink, appearing to be the Chinese characters '薛重' (Xue Zhong), written in a cursive style.

姓名：薛重

職銜：董事總經理

## 附表 1 – 投资者股份

### 投资者股份数目

投资者股份数目应不超过(1) 50,000,000 港元（包括投资者将就投资者股份支付的经纪佣金及交易征费）除以 (2) 发售价，再向下约整至最接近每手 200 股 H 股的完整买卖单位

根据上市规则第 18 项应用指引第 4.2 段、上市指引第 4.14 章及联交所授出的豁免（如有），倘香港公开发售下出现超额认购，投资者根据本协议将认购的投资者股份数目可能受到国际配售与香港公开发售之间 H 股重新分配情况的影响。倘香港公开发售中 H 股的总需求水平属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份数目将按比例调减，以满足香港公开发售下的公众需求。此外，尽管有前述规定，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数目分配情况，以符合 (i) 上市规则第 8.08(3) 条，当中规定上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%、或 (ii) 根据上市规则第 8.08(1)(a) 条，或联交所另外有所批准的最低公众持股量要求。

## 附表 2 – 投资者详情

<b><u>投资者：</u></b>	合赢香江控股有限公司
注册成立地点：	香港
商业登记号码：	78168492
主要业务：	投资控股
投资者的最终控股股东：	投资者由吉安市修能合赢创业投资合伙企业（有限合伙）全资拥有。吉安市修能合赢创业投资合伙企业（有限合伙）由吉安市工业投资有限公司及深圳修能资本管理有限公司分别持有 80% 及 20% 的权益，其普通合伙人为深圳修能资本管理有限公司。
最终控股股东的注册成立地点：	中国
最终控股股东的统一社会信用代码：	91360805MAEHWXRE9A
最终控股股东的主要业务：	投资管理
最终控股股东的股票代码（如有）：	不适用
股东及所持权益：	吉安市修能合赢创业投资合伙企业（有限合伙），100%

载入招股章程的投资者说明:

He Win is an investment holding company incorporated in Hong Kong with limited liability in 2025. He Win is principally engaged in equity investment.

He Win is wholly owned by Ji'an City Xiuneng Heying Venture Capital Partnership (Limited Partnership)\* (吉安市修能合赢创业投资合伙企业(有限合伙)) (“**Xiuneng Heying**”). The partnership interests of Xiuneng Heying are held as to 80% by Ji'an Industrial Investment Co., Ltd.\* (吉安市工业投资有限公司) (“**Ji'an Industrial**”) and 20% by its general partner Xiuneng Capital Management. Ji'an Industrial is a direct wholly-owned subsidiary of Ji'an Innovation Investment Group Co., Ltd.\* (吉安市创新投资集团有限公司), which is directly owned as to 51% by Ji'an State-owned Assets Supervision and Administration Commission\* (吉安市国有资产监督管理委员会) and 49% by Jinggangshan Economic and Technological Development Zone Management Committee\* (井冈山经济技术开发区管理委员会). Xiuneng Capital Management is directly held by Mr. Xiong Zhengping (熊政平) as to approximately 39.4%, being the only shareholder who holds 30% or more of the equity interests of Xiuneng Capital Management. To the best knowledge of our Directors, each of He Win, Xiuneng Heying, Ji'an Industrial, Ji'an Innovation Investment Group Co., Ltd.\* (吉安市创新投资集团有限公司), Xiuneng Capital Management and Mr. Xiong Zhengping (熊政平) is an Independent Third Party.

相关投资者类别(根据要求包含在联交所的FINI承配人名单模板中或FINI界面披露与承配人相关的信息):

基石投资者

现有股东、董事或其紧密联系人(如《上市规则》第1章所定义)

2025 年 5 月 29 日

(1) 新琪安集团股份有限公司

(2) **The Reynold Lemkins Group (Asia) Limited**

(3) 民銀資本有限公司

(4) 民銀證券有限公司

(5) 興證國際融資有限公司

(6) 國信證券（香港）融資有限公司

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基石投资协议

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附表 1 – 投资者股份

附表 2 – 投资者详情



本协议（本“协议”）于 2025 年 5 月 29 日

由以下各方之间作出：

- (1) **新琪安集团股份有限公司**，一家于 2006 年 9 月 8 日根据中国法律成立的有限公司，其于 2017 年 12 月 4 日改制为股份有限公司，其注册办事处位于中国江西省吉安市井冈山经济技术开发区（“**本公司**”）；
- (2) **The Reynold Lemkins Group (Asia) Limited**，一家于 2020 年 11 月 30 日在香港注册成立的私人股份有限公司，其注册办事处位于 Unit 1603, 16th Floor, The L. Plaza 367-375 Queen's Road Central, Hong Kong（“**投资者**”）；
- (3) **民銀資本有限公司**，于香港注册成立的有限公司，其注册办事处位于香港中环康乐广场 8 号交易广场 1 期 45 楼（“**民银资本**”或“**独家保荐人**”）；
- (4) **民銀證券有限公司**，于香港注册成立的有限公司，其注册办事处位于香港中环康乐广场 8 号交易广场 1 期 45 楼（“**民银证券**”）；
- (5) **興證國際融資有限公司**，于香港注册成立的有限公司，其注册办事处位于香港上环德辅道中 199 号无限极广场 32 楼全层（“**兴证国际**”）；及
- (6) **國信證券（香港）融資有限公司**，于香港注册成立的有限公司，其注册办事处位于香港金钟道 88 号太古广场 1 座 32 楼 3207-3212 室（“**国信证券**”，与民银证券、兴证国际一并统称及各自称为“**整体协调人**”）。

而：

- (A) 本公司已提交申请将其股份在联交所（定义见下文）以全球发售（“**全球发售**”）方式上市，包括：
  - (i) 本公司公开发售 1,058,600 股 H 股（定义见下文）以供香港公众人士认购（“**香港公开发售**”）；及
  - (ii) 本公司根据证券法 S 规例（定义见下文）或证券法其他登记豁免规定于美国境外向投资者（包括向香港专业及机构投资者配售）提呈有条件配售 9,526,800 股 H 股（“**国际配售**”）。
- (B) 民银资本担任全球发售的独家保荐人；民银证券、兴证国际及国信证券担任全球发售的整体协调人。
- (C) 作为国际配售的一部分，投资者拟认购投资者股份（定义见下文），从而对本公司进行股权投资，其须遵守并按本协议所载条款及条件基准行事。

兹约定如下：

## 1. 定义及诠释

- 1.1. 于本协议（包括其引言、及附表），除文义另有所指外，下列各词语及表达具有以下涵义：

“**联属人士**”就特定人士或实体而言，除文义另有所指外，指直接或间接透过一间或多间中间公司控制或受控于或共同受控于指定人士或实体的任何人士或实体。就本释义而言，“**控制**”一词（包括“**控制**”、“**受控于**”及“**共同受控于**”）指直接或间接拥有指示或促使指示人士的管理及政策的权力，不论是否透过拥有具投票权的证券、以合约方式或其他途径；

“**财汇局**”指香港会计及财务汇报局；

“**总投资金额**”指相等于发售价乘以投资者股份数目的金额；

“**批准**”具有第 6.2(f)条所赋予的涵义；

“**联系人**”或“**紧密联系人**”具有上市规则赋予该词的涵义，而“**联系人**”或“**紧密联系人**”须据此诠释；

“**经纪佣金**”指就投资者份额而言按总投资金额的 1%计算的经纪佣金；

“**营业日**”指香港持牌银行一般向香港公众开放进行正常银行业务及联交所开放证券交易的任何日子（星期六、星期日及香港公众假日除外）；

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

“**交割**”指根据本协议的条款及条件完成对投资者股份的认购；

“**资本市场中介人**”指参与全球发售的资本市场中介人，具有上市规则赋予该词的涵义；

“**公司条例**”指香港法例第 622 章《公司条例》（经不时修订、补充或以其它方式修改）；

“**公司（清盘及杂项条文）条例**”指香港法例第 32 章《公司（清盘及杂项条文）条例》（经不时修订、补充或以其它方式修改）；

“**关连人士**”或“**核心关连人士**”具有上市规则赋予该词的涵义，而“**关连人士**”或“**核心关连人士**”须据此诠释；

“**合约（第三者权利）条例**”指香港法例第 623 章《合约（第三者权利）条例》，经不时修订、补充或以其它方式修改；

“**控股股东**”除文义另有所指外，具有上市规则赋予该词的涵义，而“**控股股东**”须据此诠释；

“**中国证监会**”指中国证券监督管理委员会；

“**递延交付日期**”待香港公开发售及国际配售的包销协议（统称为“**包销协议**”）订立、生效及成为无条件且并未终止的前提下，整体协调人根据第 4.3 条通知投资者的较后日期；

就相关 H 股而言，“**处置**”包括直接或间接；

- (i) 发售、质押、抵押、出售、按揭、借出、设立、转让、出让或以其他方式处置任何法定或实益权益（包括藉设立或同意设立或出售或授出或同意出售或授出任何

购股权或合约以购买、认购、借出或以其它方式转让或处置、任何认股权证或权利以购买、认购、借出或以其他方式转让或处置或购买或同意购买任何期权、合约、认股权证或出售权）（不论直接或间接、有条件或无条件），或在相关股份或任何其他可转换、可行使或可交换该等相关股份的证券的法定或实益权益中建立任何性质的第三方权利，或代表有权收取该等相关股份、或订约进行上述行为（不论直接或间接，有条件或无条件）；或

- (ii) 订立任何掉期或其他安排，以向另一名人士全部或部分转让相关股份的任何实益所有权或其中任何权益或该等相关股份或该等其他证券的所有权或其中任何权益的任何经济效益或后果；或
- (iii) 直接或间接订立与上文(i)及(ii)所述的任何交易具有相同经济效果的任何其他交易；或
- (iv) 协议或协定或公开宣称有意订立上文(i)、(ii)及(iii)所述任何交易，于各情况下，无论上文(i)、(ii)及(iii)所述任何交易将透过交付相关股份或该等可转换或可行使或可交换相关股份的其他证券的方式、以现金或以其它方式结算；“处置”须据此诠释；

“**FINI**”具有上市规则赋予该词的涵义；

“**全球发售**”具有引言(A)所赋予的涵义；

“**政府机关**”指任何政府、监管或行政委员会、董事会、组织、机关或代理、或任何证券交易所（包括但不限于联交所、证监会和中国证监会）、自律组织或其他非政府监管机关、或任何法院、司法机关、特别法庭或仲裁处，在各种情况下均不论属国家、中央、联邦、省、州、地区、市、地方、国内、国外或超国家性质；

“**本集团**”指本公司及其附属公司；

“**港元**”指香港法定货币；

“**香港**”指中华人民共和国香港特别行政区；

“**香港公开发售**”具有引言（A）所赋予的涵义；

“**H 股**”指本公司股本中每股面值人民币 1.00 元的境外上市外资股，将以港元认购及买卖，并将于联交所上市；

“**获弥偿方**”具有第 6.5 条所赋予的涵义，而如文义所指，“**获弥偿方**”指彼等任一方；

“**国际配售**”具有引言（A）所赋予的涵义；

“**国际发售通函**”指预期将由本公司就国际配售向潜在投资者（包括投资者）发行的最终发售通函，经不时修订或补充；

“**初步发售通函**”指公司预期就国际发售而向有意向的投资人（包括投资者）刊发的初步发售通函，经不时修订或补充；

“**投资者股份**”指投资者根据本协议的条款及条件在国际配售中认购的 H 股数目，乃按照

附表 1 计算并由本公司及整体协调人厘定;

“**投资者附属公司**”须具有本协议条款第 2.2 条规定的涵义;

“**法律**”指所有相关司法权区内任何政府机关（包括但不限于联交所及证监会）的所有法律、法令、立法、条例、规则、法规、指引、意见、通告、通函、指令、要求、命令、判决、判令或裁定;

“**交易征费**”于任何情况下，指占总投资金额 0.0027%的证监会交易征费，占总投资金额 0.00015%财汇局交易征费（或于上市日期的现行交易征费）及占总投资金额 0.00565%的联交所交易费（或于上市日期的现行交易费）;

“**上市日期**”指 H 股首次于联交所主板上市的日期;

“**上市指引**”指联交所刊发《新上市申请人指南》，包括其不时的修订、补充或以其他方式的变更;

“**上市规则**”指香港联合交易所有限公司证券上市规则以及联交所上市决策、指引及其他规定（均经不时修订或补充）;

“**禁售期**”具有第 5.1 条所赋予的涵义;

“**发售价**”指根据全球发售提呈发售或出售 H 股时的每股 H 股最终港元价格（不包括经纪佣金及交易征费）;

“**超额配股权**”具有国际发售通函所赋予的涵义;

“**各订约方**”指名列本协议的订约方，而如文义所指，“**订约方**”指彼等任何一方;

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

“**专业投资者**”具有证券及期货条例附表一第 1 部所赋予的涵义;

“**招股章程**”指本公司就香港公开发售于香港刊发的最终的招股章程;

“**公开文件**”指就国际配售刊发的初步发售通函及国际发售通函，本公司在香港就香港公开发售刊发的招股章程及申请表格以及本公司就全球发售可能刊发的该等其他文件及公告（均经不时修订或补充）;

“**监管机构**”具有第 6.2(h)条所赋予的涵义;

“**S 规例**”指证券法 S 规例;

“**相关股份**”指投资者或投资者附属公司（视情况而定）根据本协议认购的投资者股份，以及根据任何供股、资本化发行或其他形式的资本重组从投资者股份衍生的本公司任何股份或其他证券抑或权益（无论该等交易将以现金或其他方式结算）;

“**人民币**”指中国法定货币;

“**证券法**”指《1933 年美国证券法》（经不时修订、补充或以其它方式修改）及根据该法律颁布的规则及规例;

“**证监会**”指香港证券及期货事务监察委员会;

“**证券及期货条例**”指香港法例第 571 章《证券及期货条例》;

“**联交所**”指香港联合交易所有限公司;

“**附属公司**”具有公司条例所赋予的涵义;

“**美国**”指美利坚合众国、其领土及属地、美国任何州以及哥伦比亚特区;

“**美元**”指美国法定货币; 及

“**美籍人士**”具有证券法 S 规例所赋予的涵义。

1.2. 于本协议, 除文义另有所指外:

- (a) 加入索引、条款、断章及附表标题仅为方便阅览, 并不影响本协议的解释及诠释;
- (b) 引言及附表构成本协议的组成部分, 并具有与本协议正文中明确规定的相同效力及作用, 对本协议的任何提述应包括引言及附表;
- (c) 凡提述“条”、“分条”或“附表”指本协议中的条、分条或附表;
- (d) 凡提述本协议或其他文书将包括对任意一项的任何修改及取代;
- (e) 凡提述法令或法律条文将包括:
  - (i) 经不时综合、修改、补充、修订、重新制定或被任何法令或法律条文所取代的法令及法律条文;
  - (ii) 已废除予以重新制定的任何法令或法律条文(不论是否有修改); 及
  - (iii) 据此订立的任何附属条例;
- (f) 单数应包含复数, 反之亦然, 且表示一种性别的词语应包含另一种性别;
- (g) 凡提述书面包括以可读和非暂时性形式复制文字的任何方式;
- (h) 除另有指明者外, 所提述日期及时间分别指香港日期及时间;
- (i) 凡提述一名“**人士**”, 将包括个人、企业、公司、法人、非法人组织或机构、政府、州或国家机构、合营企业、协会或合伙, 不论是否具有独立的法人资格;
- (j) “**附属公司**”一词具有公司条例第 15 条赋予它的涵义;
- (k) 凡提述“**包括**”、“**包含**”及“**包括有**”须分别理解为包括但不限于、包含但不限于及包括有但不限于, 及

- (l) 凡就香港以外任何司法权区的任何行动、济助、方法或司法程序、法律文书、法律地位、法院、官员或其他法律概念或事件提述任何法律术语，视为包括该司法权区最类近香港的法律术语。

## 2. 投资

- 2.1. 待下文第3条所述的条件达成（或获各订约方共同豁免，惟第3.1(a), 3.1(b), 3.1(c) 及3.1(d) 条所载条件不得获豁免以及3.1(e) 条下的条件仅可获本公司、整体协调人及独家保荐人共同豁免除外）以及在本协议的其他条款及条件的规限下：

- (a) 根据国际配售（并作为国际配售的一部分），投资者将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、配发及配售投资者股份，以及整体协调人将按发售价向投资者向投资者分配及 / 或交付（视情况而定）或促使按发售价向投资者分配及 / 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、经纪佣金及交易征费。

为避免疑问，投资者股份的数量须根据附表 1 计算，并须以本公司和整体协调人的最终决定为准，该决定将是决定性的，并对投资者有约束力。

- 2.2. 投资者可选择不迟于上市日期前五个工作日以书面通知本公司、整体协调人及独家保荐人，透过投资者的全资附属公司认购投资者股份，而该指定投资者为专业投资者且(i)并非美籍人士；(ii)位于美国境外以及(iii)根据证券法S规例以离岸交易的形式认购投资者股份（“**投资者附属公司**”），惟：

- (a) 投资者须促使该投资者附属公司于该日期向本公司、整体协调人及独家保荐人提供书面确认，同意受投资者于本协议所作相同协议、陈述、担保、承诺、声明及确认的约束，而投资者于本协议所作的协议、陈述、担保、承诺、声明及确认须视作由投资者为其本身及代表该全资附属公司而做出；及
- (b) 投资者(i)无条件及不可撤回地向本公司、整体协调人及独家保荐人保证该投资者附属公司妥为准时履行及遵守其于本协议项下的所有协议、责任、承诺、保证、陈述、弥偿、同意、声明、确认及契诺（“**投资者义务**”）（如果投资者在履行和遵守投资者义务需要投资者附属公司的协助或合作，涉及投资者附属公司或以其他方式适用于投资者附属公司）；及(ii)承诺根据第 6.5 条按要求充分有效地对各获弥偿方进行弥偿及保持弥偿。

投资者在第 2.2 条下的责任构成直接、主要及无条件的责任，以按要求向本公司、整体协调人或独家保荐人支付该投资者附属公司有责任根据本协议支付的款项，并按要求立即履行该投资者附属公司在本协议下的任何责任，而无需本公司、整体协调人或独家保荐人首先对该投资者附属公司或任何其他人士采取措施。投资者于本协议所作的陈述、担保、承诺、声明及确认须视作由投资者为其本身及代表该投资者附属公司而做出。除文义另有规定者外，“**投资者**”一词须根据本协议诠释以涵盖该投资者附属公司。

- 2.3. 本公司及整体协调人可按其全权酌情决定，所有或部分投资者股份将根据第 4.3 条于递延交付日期交付。
- 2.4. 本公司及整体协调人（代表彼等自身及全球发售的承销商）可按彼等可能协定的方式厘定发售价。投资者股份的确切数目将由本公司及整体协调人（代表彼等自身及全球发售的承销商）根据附表1最终厘定。且除非出现明显错误，否则该厘定将为决定性并对投

资者具有约束力。

### 3. 协议以全球发售完成为条件

- 3.1. 投资者根据本协议认购，以及本公司与整体协调人根据第2.1条发行、配发、配售、分配/或交付（视情况而定）或促使发行、配发、配售、分配及/或交付（视情况而定）投资者股份之责任，仅于下列条件于交割当日或之前获各订约方达成或共同豁免后方可作实（第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载条件不可获豁免且第3.1(e)条所载条件仅可获本公司、整体协调人及独家保荐人共同豁免者除外）；
- (a) 就包销协议，且于该等包销协议订明之时间及日期前生效及成为无条件（根据彼等各自之原条款或其后经各订约方协定豁免或修改），而包销协议概无被终止；
  - (b) 发售价由本公司和整体协调人（代表全球发售的包销人）协定；
  - (c) 联交所上市委员会授予 H 股（包括投资者股份以及其他适用豁免及批准）上市及买卖，且有关批准、许可或豁免于 H 股在联交所主板开始买卖之前并未被撤销；
  - (d) 概无任何政府机关实施或颁布任何法例而禁止根据全球发售或本协议拟进行之交易之完成，且并无主管司法权区法院之现行命令或禁制令阻止或禁止有关交易之完成；及
  - (e) 投资者及投资者附属公司根据本协议之相关声明、保证、承诺及确认在各方面属真实、准确，且并无误导，投资者及投资者附属公司亦无严重违反本协议。
- 3.2. 倘 (i) 第3.1条所载任何条件（第3.1(a), 3.1(b), 3.1(c)及3.1(d)条所载条件不可获豁免且第3.1(e)条所载条件仅可获本公司、整体协调人及独家保荐人共同豁免者除外）于本协议日期后一百八十（180）天当日或之前（或本公司、投资者、整体协调人及独家保荐人可能书面协定的其他日期）尚未获各订约方达成或共同豁免，或 (ii) 全球发售未按本协议的设定完成，则投资者认购投资者股份之义务以及本公司和整体协调人向投资者发行、配发、配售、分配及/或交付（视情况而定）或促成发行、配发、配售、分配及/或交付（视情况而定）投资者股份之义务应告终止，且投资者根据本协议向其他方支付的任何款项将由该其他方不计息偿还予投资者，以及本协议将告终止及失效，且本公司、整体协调人及/或独家保荐人的所有义务及责任将告终止；惟根据本第3.2条终止本协议不得有损于任何一方就有关终止时或之前就本协议条款向其他方的累计权利或责任。为免生疑问，本第3.2条中的任何内容均不得解释为赋予投资者在直至本第3.2条规定的上述日期期间内纠正违反投资者在本协议下作出的各陈述、保证、承诺及确认的任何行为的权利。
- 3.3. 投资者承认，概无确保全球发售将会完成或不会推迟或终止或发售价会在公开文件中列明的指示性范围内，倘全球发售因任何原因未能于预期日期及时间完成或根本不能完成或发售价不在公开文件中列明的指示性范围内，本公司、整体协调人或独家保荐人毋须对投资者承担任何责任。倘全球发售因任何原因于预期日期及时间未能完成或根本不能完成或发售价不在公开文件中列明的指示性范围内，投资者特此放弃向本公司、整体协调人及/或独家保荐人或彼等各自的联属人士、高级职员、董事、雇员、职员、联系人、合伙人及代表提出任何索赔或诉讼的任何权利（如有）。

### 4. 交割

- 4.1. 受第3条及本第4条所限，投资者将根据国际配售（并作为国际配售的一部分），通过整体协调人（及/或其联属人士）（作为国际配售相关部分国际承销商的国际代表）按发售

价认购投资者股份。因此，投资者股份将于国际配售交割的同时或递延交付日期，以本公司及整体协调人厘定的时间及方式完成认购。

- 4.2. 无论投资者股份的交付时间和方式，投资者应不迟于上市日期当日香港时间上午八时（或其他任何可能由本公司和整体协调人指定的日期及时间）以港元向整体协调人足额缴付总投资金额连同相关经纪佣金及交易征费，以即时可用资金不作任何扣减或抵消电汇至整体协调人于上市日期前不迟于一（1）个营业日书面告知投资者的有关港元银行账户，该通知应包括（其中包括）付款账户详情及投资者根据本协议应付总金额。
- 4.3. 倘若公司及整体协调人按其全权酌情决定，所有或任何部分投资者股份于晚于上市日期的日期（“**递延交付日期**”）交付，在此情况下，整体协调人须(i)于上市日期之前不迟于两(2)个营业日，书面通知投资者将予递延交付的投资者股份数目；以及(ii)不晚于实际递延交付日期的前两(2)个营业日，书面通知投资者递延交付日期，前提是递延交付日期不得晚于超额配股权可行使的最后限期起计三(3)个营业日。公司及整体协调人一旦做出该决定将不可更改且对投资者具有约束力。倘若投资者股份将于递延交付日期交付予投资者，投资者仍须按第 4.2 条所指明的方式付款。
- 4.4. 在依据第 4.2 条就投资者股份支付到期付款的前提下，向投资者交付投资者股份须通过中央结算系统，将投资者股份直接存入中央结算系统，并记存于投资者不晚于上市日期或根据第 4.3 条厘定的递延交付日期前两(2)个营业日以书面形式通知整体协调人的中央结算系统投资者参与者账户或中央结算系统股份账户。
- 4.5. 在不损害第 4.3 条规定的原则下，投资者股份的交付亦可以本公司、独家保荐人、整体协调人及投资者书面协议的任何其他方式进行，前提是投资者股份的付款不得晚于上市日期香港时间上午8:00（与交付投资者股份的时间及方式并无关系）。
- 4.6. 倘未按本协议规定的时间或方式接收或结算总投资金额及相关经纪佣金及交易征费（无论全部或部分），且本公司、投资者、整体协调人及独家保荐人之间没有补充协议，本公司、整体协调人及独家保荐人保留各自终止本协议的绝对权利，在该情况下，所有本公司、整体协调人及独家保荐人的所有义务及责任应终止（但不得损害本公司、整体协调人及独家保荐人对投资者因其未能履行其于本协议项下的义务而提出的任何索赔要求的权利）。投资者在任何情况下应按税后基准对因投资者未能足额缴付总投资金额和经纪佣金及交易征费或未能遵守本协议的任何条款而遭受或招致的任何损失和损害的各获弥偿方负全责并对其进行赔偿，使其免受损害并获得完全赔偿。
- 4.7. 倘因超出本公司、整体协调人或独家保荐人（及 / 或其联属人士）控制的情况（包括但不限于天灾、水灾、战争（不论是否宣战）、任何疾病、流行病和大流行病的爆发或升级、政府运作奔溃、公众骚乱、政治动荡、敌对行动的威胁或升级、恐怖活动、叛乱、内乱、罢工、其他行业行动、电力或其他供应的全面故障、计算机故障或任何汇款系统的故障、禁运、劳资纠纷及任何现有或未来的法律、法令、法规的变化、任何现有或未来的政府活动行为或类似情况）而妨碍或延迟履行其于本协议项下的责任，本公司、整体协调人及独家保荐人概不就上述未能或延迟履行其于本协议项下的责任负责，且本公司、整体协调人及独家保荐人各自有权终止本协议。
- 4.8. 倘于上市日期或之后未能满足上市规则第8.08(3)条的规定（其规定于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过50%），本公司、整体协调人和独家保荐人有权全权酌情调整投资者所获得投资者股份的分配，以满足上市规则第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（为其本身及代表投资者附属公司（倘投资者股份由该投资者附属公司持有））同意、与本公司、整体协调人及独家保荐人立约及向其承诺，未经本公司、整体协调人及独家保荐人各自的事先书面同意，投资者不会，且投资者会使其投资者附属公司不会，不论直接或间接在自上市日期（包括当日）起计六（6）个月期间（“**禁售期**”）任何时间，(i) 以任何方式处置任何相关股份、相关股份的任何权益、投资者附属公司或持有任何有关股份的任何公司或实体，或任何投票权或附带的任何其他权利，包括可转换、可交换、可行使为代表收取任何上述证券的权利的任何证券，但投资者可以押记、质押、按揭或以其他方式以香港金融管理局授权的机构（“**机构**”）为受益人，在符合上市规则的情况下对投资者股份设立抵押，作为一项或多项按正常商业条款授予投资者的善意贷款（“**贷款**”）的担保，以便为投资者根据本协议收购投资者的股票融资。若投资者违约，机构可以根据适用贷款的条款和条件取消或强制执行（无论是在禁售期或其他情况下）该担保，但投资者应促使机构在禁售期内不处置投资者股份；或(ii) 订立任何掉期或其他安排，将该股本或证券所有权的任何经济后果或其中的任何权益或任何投票权或任何其他附带的权利全部或部分转让给他人，但上述(i)项另有规定的除外；或(iii)同意或签订合同，或公开宣布进行上述任何此类交易的意向；或(iv)允许其本身进行最终实益拥有人层面的控制权变更（定义见证监会颁布的《公司收购、合并及股份回购守则》）；或(v)直接或间接订立与上述任何交易具有相同经济效果的任何交易。
- 5.2. 第5.1条所载事宜不会妨碍投资者向投资者的任何全资附属公司转让全部或部分相关H股（“**准许的安排**”），前提是在所有情况下：
- (a) 至少在五（5）个工作日之前向本公司、整体协调人及独家保荐人提供有关该转让的书面通知，其中包括相关全资附属公司的身份以及本公司、整体协调人及独家保荐人可能合理要求的证明未来受让人是投资者的全资附属公司的证据；
  - (b) 于该转让前，有关全资附属公司须首先作出书面承诺（以令本公司、整体协调人及独家保荐人满意的条款向彼等及以彼等为受益人）同意，及投资者承诺促使有关附属公司将受投资者于本协议项下的责任约束（包括第5条对投资者施加的限制），犹如有关全资附属公司本身受有关责任及限制所规限，且在转让之前，有关全资附属公司须作出与投资者在本协议项下相同的确认、陈述和保证，从而使投资者及该全资附属公司应被视为就其持有的所有相关股份而言的投资者，并应共同和单独承担本协议规定的所有责任和义务；
  - (c) 倘由于任何许可安排而持有任何相关股份的任何全资附属公司即将或将不再是投资者的全资附属公司，该实体必须（并且投资者应促使该实体）在不再是投资者的全资附属公司之前。确保其在任何该等相关股份中的全部权益以及由相关股份产生的权益将全部和有效地转让给投资者或投资者的另一家全资附属公司，据此，该另一家全资附属公司也应被要求作出书面承诺。在该转让之前，该其他全资附属公司还须向本公司、整体协调人和独家保荐人发出书面承诺，并以他们满意的条款为受益人，同意并且投资者承诺促使该新的附属公司受投资者在本协议下的义务约束，包括但不限于本第5条规定的投资者的义务，如该其他全资附属公司本身受该义务约束一样，并作出投资者在本协议下的相同确认、陈述和保证；
  - (d) 有关全资附属公司为合资格机构买家(i)并非美籍人士;(ii)位于及将位于美国境外以及(iii)将根据证券法S规例以离岸交易的形式认购相关股份;及

- (e) 投资者同意及承诺，除非经本公司、整体协调人及独家保荐人事先书面同意，投资者及其附属人士于本公司已发行股本总额的持股总额（直接及间接）将一直低于本公司全部已发行股本的10%（或上市规则不时就定义“主要股东”规定的有关其他百分比），且在上市日期之后，彼等皆不会成为上市规则意义上的本公司的关连人士，此外，投资者及其附属人士在本公司已发行股本总额中的持股总量（直接和间接）不应导致公众持有的本公司证券总额（按上市规则规定和联交所的解释）低于上市规则第8.8条规定的百分比或联交所可能批准的、适用于本公司的其他百分比。投资者同意 (i) 如果注意到任何上述情况，将以书面形式通知本公司、整体协调人和独家保荐人；(ii) 向本公司、整体协调人和独家保荐人提供合理的证据，表明投资者按自营投资基准持有本公司股本。
- 5.3. 投资者同意，投资者于本公司股本中的持股量（经计及本协议项下的认购）是按其自行投资基准厘定及于本公司、整体协调人及/或独家保荐人合理要求时向本公司、整体协调人及/或独家保荐人提供合理证明显示投资者于公司股本中的持股量（经计及本协议项下的认购）乃按其自行投资基准厘定。投资者不应，且投资者应促使其联系人不会通过累计投标过程申请认购或购买全球发售的H股（投资者股份除外）或申请认购香港公开发售的H股，除非投资者或其联系人作为其第三方客户的代理人。
- 5.4. 投资者及其附属人士、联系人、董事、高级职员、雇员或代理或最终实益拥有人并无与本公司、本公司控股股东、本公司的任何股东、本集团任何其他成员公司、独家保荐人、整体协调人或全球发售的其他承销商、或其各自的附属人士、董事、高级职员、雇员或代理订立任何与上市规则不符或违反上市规则（包括上市指引第4.15章或香港监管部门刊发的书面指引）的安排或协议（包括任何附函）。投资者进一步确认并承诺，投资者或其关联公司、董事、高级职员、雇员或代理人或最终实益拥有人均没有或将要签订此类安排或协议。
- 5.5. 受制于上述规定，倘投资者及/或投资者附属公司进行任何交易以处置任何相关股份，或同意或订立合约，或宣布有意在禁售期届满后的任何时间进行该等交易，投资者同意、与本公司、整体协调人和独家保荐人订约并承诺，投资者（为其自身或代表投资者附属公司）将尽最大努力并采取一切合理步骤，以确保(i)任何此类处置不会造成无序或虚假的股票市场，且在其他方面符合公司条例的规定（清盘和杂项规定），《证券及期货条例》、《上市规则》和所有适用的法律和法规以及所有主管司法管辖区的证券交易所的规则。且(ii) 不会与直接或间接从事与本集团业务有竞争或潜在竞争的业务的人士，或与该人士的控股公司或附属公司的任何其他实体进行任何有关交易。为避免任何疑问，第5.5(ii)条的这种限制不适用于在联交所公开市场上出售任何相关股份。

## 6. 确认及保证

- 6.1. 投资者（为其本身及代表该投资者附属公司）向本公司、整体协调人及独家保荐人各方承认、同意、及确认：
- (a) 本公司、整体协调人、独家保荐人及彼等各自的附属人士、董事、高级职员、雇员、代理、顾问、联系人、合伙人及代表并无作出声明及发出保证或承诺或担保将进行或完成全球发售（在任何特定时期内或根本未作出）或发售价将在公开文件所载的指示性范围内，及倘全球发售因任何原因延迟、并无进行或未完成，或倘发售价并未在公开文件所载的指示性范围内，彼等将不对投资者承担任何责任。投资者特此放弃向本公司、整体协调人、独家保荐人及/或彼等各自的附属人士提出就全球发售被推迟或因任何原因未能在预期的日期和时间内完成或根本没有完

成，或如果发售价格不在公开文件所载的指示性范围内的任何索赔或诉讼的任何权利（如有）；

- (b) 本协议、投资者的背景资料及本协议各订约方的关系及安排须于公开文件及全球发售的其他营销及路演资料中披露及投资者将在公开文件及有关其他营销及路演资料及公告中提及，尤其是，本协议将为须根据公司（清盘及杂项条文）条例及上市规则就全球发售或以其他方式提交香港监管部门及于联交所及公司网站列示并可供公众查阅的重要合约；
- (c) 与投资者有关的信息将需要根据上市规则向联交所提交、于 FINI 上与本公司、联交所、证监会或其他监管机构共享、及包含在整合配售人士名单中于 FINI 上披露予整体协调人，并且所有该等信息在各方面都是真实、完整和准确，且不具误导性；
- (d) 发售价将完全根据全球发售的条款及条件厘定及投资者并无权利对此提出任何异议；
- (e) 投资者将透过整体协调人及/或彼等联属人士以彼等作为国际配售的国际承销商的国际代表身份认购投资者股份；
- (f) 投资者将根据组织章程大纲及细则或本公司其他组成或宪章文件、适用法律及本协议的条款及条件接受投资者股份；
- (g) 投资者股份数目可能受到根据上市规则第 18 项应用指引、上市指引第 4.14 章或联交所可能批准并不时适用于公司的其他百分比，或在国际发售与香港公开发售之间重新分配 H 股的影响；
- (h) 本公司、整体协调人及/或独家保荐人可全权酌情调整投资者股份的数目分配，以符合上市规则第 8.08(3)条的规定，其规定于上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%；
- (i) 于订立本协议的时间前后或于其后任何时间但于国际配售结束前，本公司、整体协调人及/或独家保荐人与一名或以上其他投资者已订立，或可能及/或拟订立类似投资的协议，作为国际配售的一部分；
- (j) 投资者股份并无亦不会根据证券法或美国任何州或其他司法权区的证券法登记，且不得在美国直接或间接或向任何美籍人士或代其或为其利益发售、转售、抵押或以其他方式转让，惟根据实际登记声明或获豁免登记或进行不受限于证券法登记规定的交易或有关司法权区适用法律允许以外的其他司法权区除外；
- (k) 投资者股份转让仅可根据证券法 S 规例以“离岸交易”（定义见证券法 S 规例）在美国境外作出，及在各情况下均需遵守美国任何州及任何其他司法权区的任何适用证券法，而代表投资者股份的任何股票应具有大致类似效力的标识；
- (l) 投资者了解本公司、整体协调人、独家保荐人、资本市场中介人或国际配售的任何国际承销商概无作出证券法项下任何可用豁免有关随后再发售、转售、抵押或转让投资者股份的任何有效性声明；

- (m) 除根据第 5.2 条外，倘投资者股份由一家附属公司持有而有关附属公司于禁售期届满前继续持有任何投资者股份，投资者应促使该附属公司在相关期内继续为投资者的全资附属公司及继续遵守本协议条款及条件；
- (n) 投资者已收到（及可能于未来收到）可能构成投资者投资（及持有）投资者股份的重大非公开资料及/或证券及期货条例所定义的内幕消息，及其将：(i) 严格按须知基准仅就评估其对投资者股份的投资或法律规定的其他方式不向其附属人士、附属公司、董事、高级职员、雇员、顾问、代理、合伙人及代表（“**获授权接收人**”）以外的任何人士披露有关资料，直至有关资料在投资者或其获授权接收人无违约的情况下成为公开资料；(ii) 尽全力确保获授权接收人（根据第 6.1(m)条获披露有关资料的人士）按严格须知基准并无向获授权接收人以外的任何人士披露有关资料；及 (iii) 不会及将确保获授权接收人（根据第 6.1(m)条获披露有关资料的人士）并无以可能导致违反美国、香港、中国或有关买卖的任何其他适用司法权区证券法（包括任何内幕交易条文）的方式购买、出售或买卖或以其他方式直接或间接买卖 H 股或本公司或其附属人士或联系人的其他证券或衍生工具；
- (o) 按机密基准提供予投资者及/或其代表的本协议、招股章程草拟本及按机密基准可提供予（不论是书面还是口头）投资者及/或其代表的任何其他材料不得转载、披露、传阅或分发予任何其他人士，及所提供的有关资料及材料可予更改、更新、修订及完成，及投资者及/或于决定是否投资投资者股份时不应倚赖有关资料及材料。为免生疑问：
- (i) 可提供予投资者及/或其代表的招股章程草拟本或任何其他材料概不构成于不允许进行要约、招揽或销售的任何司法权区收购、购买或认购任何证券的邀请或要约或招揽，及可提供予（不论是书面还是口头）投资者及/或其代表的招股章程草拟本或任何其他材料所载资料不论如何概不构成任何合约或承诺的基准；
- (ii) 不得以可提供予（不论是书面还是口头）投资者及/或其代表的初步发售通函或招股章程草拟本或任何其他材料的基准作出或收取认购、收购或购买任何 H 股或其他证券的要约或邀请；及
- (iii) 可提供予（不论是书面还是口头）或交付予投资者的初步发售通函或招股章程草拟本或任何其他材料可于订立本协议后进行进一步修订，及投资者于决定是否投资投资者股份时不应倚赖有关资料及投资者谨此同意进行有关修订（如有）并豁免有关修订权（如有）；
- (p) 本协议并不共同或个别构成美国或有关要约属不合法的任何其他司法权区的证券销售要约；
- (q) 投资者及任何其各自附属人士或代其行事的任何人士概无从事或将从事 H 股的任何定向销售工作（定义见 S 规例）；
- (r) 投资者已获提供其视为必要或适宜的所有资料，以评估收购投资者股份的价值及风险，并已获机会咨询本公司、整体协调人或独家保荐人其视为必要或适宜的有關本公司、投资者股份或其他有关事宜并取得回复，以评估收购投资者股份的价值及风险，本公司已向投资者或其各自代理提供投资者或投资者代表所需的投资者股份有关的所有文件及资料；

- (s) 于作出投资决定时，投资者已及将仅倚赖本公司发出的国际发售通函内所载资料，而并无倚赖本公司、整体协调人及/或独家保荐人（包括彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士）或彼等的代表于有关日期或之前可能向投资者提供的任何其他资料，及本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士概无就国际发售通函未载入的任何有关资料或材料的准确性或完整性作出任何声明及担保或承诺，及本公司、整体协调人、独家保荐人及彼等各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及彼等的联属人士并无或将会不会因彼等使用或倚赖有关资料或材料或国际发售通函未载入的任何资料而对投资者或其各自的董事、高级职员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负责；
- (t) 投资者了解整体协调人、独家保荐人、资本市场中介人、其他承销商及彼等各自的董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问概无就投资者股份的价值、认购、购买或有关要约，或就本公司或其附属公司的业务、经营、前景或状况、财务或其他或任何有关其他事宜或与之相关的事宜向其作出任何保证、声明或推荐意见；及除最终国际发售通函所提供者外，本公司及其董事、高级职员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的价值、认购、购买或有关要约，或就本公司或其附属公司的业务、经营、前景或状况、财务或其他或任何有关其他事宜或与之相关的事宜向投资者作出任何保证、声明或推荐意见；
- (u) 投资者将就其出售（直接或间接）任何相关投资者股份（其就此为或将为（直接或间接）实益拥有人或在招股章程中列示为实益拥有人）根据本协议、上市规则及任何适用法律遵守不时适用的所有限制（如有）；
- (v) 投资者已自行对本公司及投资者股份以及本协议所订明的认购投资者股份的条款进行调查，并已取得其认为必要、适当或以其他方式符合其本身关注（包括税项、监管、财务、会计、法律、货币及有关投资投资者股份及投资者适合性的其他事宜）的自身独立意见（包括税项、监管、财务、会计、法律、货币及其他事宜），并无倚赖，且无权倚赖本公司或任何整体协调人、独家保荐人、资本市场中介人或承销商或其代表就全球发售取得或进行的任何意见（包括税项、监管、财务、会计、法律、货币及其他事宜）、尽职审查或调查或资本市场中介人、承销商其他意见或安慰（视情况而定）及本公司、整体协调人、独家保荐人或彼等各自的联系人、联属人士、董事、高级职员、雇员、顾问或代表概无就任何税项、法律、货币或收购或买卖投资者股份的其他经济或其他后果负责，投资者股份的收购是公司投资者根据本协议的条款以公平商业条款订立的；
- (w) 投资者了解现时并无投资者股份的公开市场，及本公司，整体协调人，独家保荐人，全球发售的承销商或其各自附属公司、联属人士、董事、高级职员、雇员、代理人、代表、联系人、合伙人及顾问或参与全球发售的各方概无保证存在投资者股份的公开市场；
- (x) 倘全球发售因任何原因未完成，本公司、整体协调人、独家保荐人或彼等的任何有关联系人、联属人士、董事、高级职员、雇员、顾问、代理或代表对投资者或其附属公司并无责任；

- (y) 本公司及整体协调人将全权酌情更改或调整 (i) 根据全球发售将发行的 H 股数目; (ii) 根据香港公开发售及国际配售分别将发行的 H 股数目; 及(iii)联交所可能批准并符合适用法律的对发售股份数量、发售价范围及最终发售价的其他调整或重新分配;
- (z) 买卖 H 股须遵守适用的法律法规, 包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何有资格的证券交易所的相关规则对股票买卖的限制;
- (aa) 投资者一方与另一方本公司、本公司任何股东、整体协调人、独家保荐人及/或任何第三方之间并无就全球发售订立任何其他协议;
- (bb) 投资者无权根据本协议提名或任命任何人担任公司的高级职员或董事;及
- (cc) 投资者已同意支付总投资金额及相关经纪佣金及交易征费应于本协议第 4.2 条商定的日期, 即上市日期上午八时(香港时间)前作出。

6.2. 投资者向本公司、整体协调人及独家保荐人进一步声明、保证及承诺:

- (a) 其已根据注册成立所在地法律妥为注册成立并有效存续, 且并未提交有关其破产、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) 其拥有合法权利及授权以拥有、使用、出租及经营其资产并以现时开展业务的方式开展其业务;
- (c) 其拥有全面权力、授权及资格并已采取一切所需行动(包括向任何政府及监管机构或第三方取得一切必要同意、批准及授权)以签立及交付本协议、订立及进行本协议项下拟订交易及履行本协议项下责任;
- (d) 本协议已获投资者妥善授权、签立及交付, 构成可依据本协议条款对投资者强制执行之合法、有效且具有约束力的义务;
- (e) 其已采取且于本协议年期内将采取一切必要步骤以履行其于本协议项下的责任及执行本协议及本协议项下拟订交易并遵守一切相关法律;
- (f) 任何适用于投资者的任何相关法律规定须由投资者取得的有关根据本协议认购投资者股份的一切同意、批准、授权、许可及登记(包括从任何政府和监管部门或第三方获得所有必要的同意, 批准和授权) (“**批准**”) 均已取得, 且具有十足效力及效用且未被宣布无效、撤销、收回或搁置, 概无批准受任何尚未达成或履行的先决条件所规限; 投资者亦不知悉任何可能导致批准无效、撤回或搁置的事实或情况。投资者进一步同意并承诺如果批准不再具有十足效力或有效或被宣布无效、撤销、收回或搁置, 其将立刻以书面方式通知公司、独家保荐人和整体协调人;
- (g) 投资者签立及交付本协议及其履行本协议并认购或收购(视情况而定) 投资者股份及完成本协议项下拟订交易不会违反或导致投资者违反 (i) 投资者的组织章程大纲及细则或其他章程或章程文件或 (ii) 投资者就本协议项下拟订交易须遵守或因投资者认购或收购(视情况而定) 投资者股份而适用于投资者的任何司法权区的法律或 (iii) 对投资者具有约束力的任何协议或其他文书或 (iv) 对投资者拥有司法管辖权的任何政府机关的任何判决、命令或法令;
- (h) 投资者已并将遵守与认购投资者股份有关的所有司法权区的一切适用法律, 包括在适用机关或机构或证券交易所 (“**监管机构**”) 要求的期限内直接或间接通过本公

司、整体协调人及／或独家保荐人或促使或安排他人向联交所、证监会、中国证监会及其他政府、公开、货币或监管机关或机构或证券交易所提供并同意及赞同披露有关资料（包括投资者股份的最终实益拥有人（如有）及／或最终负责作出收购相关指示的人士的身份资料）。投资者进一步授权本公司、整体协调人、独家保荐人或其各自的联属人士按有关监管机构要求向有关监管机构披露与本协议项下交易有关的一切资料；

- (i) 投资者具备财务及业务事宜方面的知识及经验，(i) 能够评估预期投资投资者股份的裨益及风险；(ii) 能够承担有关投资的经济风险，包括损失投资者股份的全部投资；及 (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适当的一切资料；(iv) 具有投资于类似发展阶段公司的证券交易的丰富经验；
- (j) 其日常业务是买卖股票或债券或其为专业投资者，并且通过订立本协议，其并非为任何整体协调人或独家保荐人关于本协议项下拟进行交易的客户；
- (k) 其为自身和就投资目的并按专有投资基础作为委托人认购投资者股份，无意将其根据本协议认购的任何投资者股份进行分销，并且投资者无权提名任何人士担任本公司的董事或高级职员；
- (l) 如在美国境外认购投资者股份，则其在证券法 S 规例所定义的“离岸交易”中进行，并且其并非美籍人士；
- (m) 投资者在获豁免遵守或不受限于证券法项下的注册要求的交易中认购投资者股份；
- (n) 其（或其任何实益拥有人、高级职员、董事、雇员、代理、股票持有人或合伙人）均无直接或间接（包括通过经纪人或经纪商）(i) 进行任何一般性的招揽或一般性的广告推广（按照该等词语在《证券法》D 规例下的用法），或(ii)就发售和出售投资者股份刊发任何广告；
- (o) 投资者及投资者的实益拥有人及／或联系人 (i) 为本公司的独立第三方；(ii) 并非本公司的关连人士(定义见上市规则)或其联系人，且投资者认购投资者股份将不会导致投资者及其实益拥有人成为本公司的关连人士(定义见上市规则)，尽管投资者与任何其他一方或多方(其可能会订立(或已订立)本协议所提述的任何其他协议，并将会在紧随本协议完成后独立于有关本公司控制权的任何关连人士且不会与其一致行动(定义见香港公司收购及合并守则))之间存在任何关系；(iii) 并不，且认购投资者股份并不直接或间接接受本公司，本公司董事，本公司主要行政人员，控股股东，主要股东，现有股东，彼等各自的附属公司及／或密切联系人的融资、资金或支持；(iv) 不惯于接受且并无接受任何本公司，本公司董事，本公司主要行政人员，控股股东，主要股东，现有股东，彼等各自的附属公司及／或密切联系人有关本公司证券收购、出售、表决或其他处置的任何指示；
- (p) 投资者将使用其自有资金认购投资者股份，且其并无获得及不拟获得贷款或其他形式的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/或彼等各自的联系人均非任何整体协调人、独家保荐人、资本市场中介、账簿管理人、牵头经办人、全球发售的承销商、牵头经纪人或任何分销商中任何一方的“关连客户”。“关连客户”、“牵头经纪人”及“分销商”各词应具有上市规则附录 F1 (股本证券的配售指引) 所赋予的涵义；

- (r) 投资者的账户并非由相关交易所参与者(定义见上市规则)根据全权管理投资组合协议进行管理。“全权管理投资组合”一词应具有上市规则附录 F1 (股本证券的配售指引)所赋予的涵义;
- (s) 投资者及其实益拥有人及/或彼等各自的联系人均非本公司或其联系人的董事(包括在前 12 个月内为董事)、监事、现有股东、联系人或前述者中任何一方的代名人;
- (t) 除已书面通知整体协调人和独家保荐人外, 投资者及其实益拥有人均不属于(a) 联交所 FINI 配售者清单模板(placee list template)中的配售者类别(基石投资者除外)或需于 FINI 平台上申报或根据上市规则需要申报的其他类别;(b)任何配售者群体需要根据上市规则(包括上市规则第 12.08A 条)于公司的配发结果公告予以识别;
- (u) 投资者并无及将不会就分销 H 股与任何“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) 认购投资者股份须遵守上市规则附录 F1 (股本证券的配售指引)以及上市指引第 4.15 章的规定;
- (w) 投资者、其实益拥有人及/或联系人根据本协议认购投资者股份时概不会使用由本公司关连人士中任何一方、由整体协调人、独家保荐人中任何一方、或由资本市场中介人或全球发售的任何一名承销商(直接或间接)提供的任何融资; 投资者及其各联系人(如有)均独立于已参与或将参与全球发售的其他投资者及彼等的任何联系人, 且与其概无关联;
- (x) 除本协议有所规定外, 投资者并无就任何投资者股份与任何政府机关或任何第三方订立任何安排、协议或承诺;及
- (y) 概无投资者或其任何联系人已申请或透过累计投标过程认购全球发售的任何股份, 或将申请或透过累计投标过程认购全球发售的任何股份, 惟根据本协议进行者除外。

6.3. 投资者(为其本身及代表其附属公司)向本公司、整体协调人及独家保荐人声明及保证, 附表2所载有关其及其为成员公司的集团公司的描述在所有方面均属真实、完整及准确, 且并无误导成分。在不损害第6.1(b)条规定的情况下, 投资者不可撤销地同意在公开文件、营销及路演材料以及本公司、整体协调人及/或独家保荐人可能就全球发售刊发的有关其他公告中提述并纳入其名称及本协议的全部或部分描述(包括附表2所载的描述), 倘本公司、整体协调人及独家保荐人全权认为属必要。投资者承诺尽快提供有关其、其拥有权(包括最终实益拥有权)及/或本公司、整体协调人及/或独家保荐人可能合理要求的其他事宜的相关进一步资料及/或支持文件, 以确保其遵守适用法律及/或相关监管机构(包括联交所、证监会及中国证监会)的公司或证券登记及/或要求。投资者谨此同意, 在审阅有关其及其为成员公司的集团公司的描述(待纳入相关公开文件及不时向投资者提供的有关全球发售的其他营销材料)并作出投资者可能合理要求的修订(如有)后, 投资者应被视为保证有关其及其为成员公司的集团公司的相关描述在所有方面均属真实、准确及完整, 且并无误导成分。

6.4. 投资者理解, 第6.1条、6.2条及6.3条中的声明及承认乃根据(其中包括)香港法律、法规、证券法的规定作出。投资者承认, 本公司、整体协调人、独家保荐人、资本市场中介人、承销商以及彼等各自的附属公司、代理人、联属人士及顾问等将依赖其中所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性, 且其同意其中所载的任何



保证、承诺、声明或承认在任何方面不再真实及完整或有误导成分，其会立即书面通知本公司、整体协调人及独家保荐人。

- 6.5. 投资者同意并承诺，投资者将应要求及按税后基准分别向本公司、整体协调人、独家保荐人、资本市场中介人及全球发售的承销商（分别代表其本身及以信托形式代表其各自的联属人士、对其拥有控制权（定义见证券法）的任何人士以及其各自的高级职员、董事、雇员、员工、联系人、合伙人、代理人及代表）（统称“获弥偿方”），就因认购投资者股份、投资者股份或本协议（包括投资者或其各自的高级职员、董事、雇员、员工、联属人士、代理人、代表、联系人或合伙人违反或据称违反本协议，或导致违反或据称违反本协议，或作出或未作出本协议项下的任何行动，或据称作出或未作出本协议项下的行动）而可能以任何方式向该等获弥偿方作出或提出的任何及所有损失、成本、费用、申索、行动、责任、法律程序或损害赔偿，以及任何获弥偿方可能基于、因为或有关以上各项所产生对任何有关申索作出争议或对任何有关行动或法律程序作出抗辩而蒙受或招致的任何及所有成本、费用、损失或开支，悉数及有效地作出弥偿及使彼等免受损害。唯第6.5条项下任何获最终司法认定为完全由于相关的获弥偿方在认购投资者股份、投资者股份或本协议方面的不真诚、严重疏忽或蓄意不当行为而造成的责任或费用，则投资者不需负责。第6.5条的规定在任何情况下都将在本协议终止后继续有效。
- 6.6. 投资者根据第6.1条、第6.2条、第6.3条、第6.4条及第6.5条（视情况而定）作出的各项承认、确认、声明、保证及承诺应解释为单独的承认、确认、声明、保证或承诺，且于上市日期及递延交付日期（如适用）被视为重复的承认、确认、声明、保证或承诺。
- 6.7. 本公司声明、保证及承诺：
- (a) 其已根据中国法律正式注册成立及有效存续；
  - (b) 其拥有完整权力、权限及权利且已采取所要求的一切行动，以订立本协议及履行其于本协议项下的义务；
  - (c) 在付款后及在第 5.1 条所规定禁售期的规限下，投资者股份将于根据第 4.3 条交付予投资者时获缴足、可自由转让及不附带任何购股权、留置权、抵押、按揭、质押、申索、权益、产权负担及其他第三方权利，并与届时已发行及将在联交所上市的股份享有同等权益；
  - (d) 本公司及其控股股东(定义见上市规则)、本集团的任何成员公司及彼等各自的联属人士、董事、高级职员、雇员及代理人概无与任何投资者或其联属人士、董事、高级职员、雇员或代理人订立任何不符合上市规则(包括包括上市指引第 4.15 章)的协议或安排(包括任何附函)；及
  - (e) 除本协议有所规定外，本公司、本集团的任何成员公司及彼等各自的任何联属人士、董事、高级职员、雇员及代理人概无就任何投资者股份与任何政府机关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，投资者将依赖国际发售通函所载的资料，且投资者就国际发售通函拥有的权利应与在国际配售中购买H股的其他投资者相同。

## 7. 公告及保密

- 7.1. 除本协议及投资者订立的保密协议另有规定外，未经其他订约方事先书面同意，各订约方不得披露与本协议或其项下拟进行交易或涉及本公司、整体协调人、独家保荐人及投

投资者的任何其他安排有关的任何信息。尽管有前述规定，本协议仍可由任何一方：

- (a) 向联交所、证监会、中国证监会及/或本公司、整体协调人及/或独家保荐人受其管辖的其他监管机构披露，且本公司将发布的公开文件及本公司、整体协调人及/或独家保荐人将就全球发售发布的营销、路演材料及其他公告中，可以描述投资者的背景及本公司与投资者之间的关系；
- (b) 向各订约方的法律及财务顾问、审计师及其他顾问，以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理人按需知悉基准作出披露，前提是该订约方应 (i) 促使该订约方的此类法律、财务及其他顾问，以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理人了解并遵守本协议规定的所有保密义务，及 (ii) 对该订约方的此类法律、财务及其他顾问，以及联属人士、联系人、董事、高级职员及相关雇员、代表及代理人任何违反有关保密义务的行为负责；及
- (c) 以任何适用法律、对该订约方有管辖权的任何政府机关或机构（包括联交所、证监会及中国证监会）或证券交易所规则（包括向香港公司注册处提交本协议作为重要合约进行登记及按照《公司（清盘及杂项条文）条例》及上市规则的规定于联交所及公司网站列示并使其可供公众查阅）或任何主管政府机关的任何具约束力的判决、命令或要求所规定的其他方式作出披露。

- 7.2. 投资者不得作出与本协议及其任何附属事项有关的其他引述或披露，但若投资者已事先征询本公司、整体协调人及独家保荐人以寻求其对有关披露的原则、形式及内容的事先书面同意则除外。
- 7.3. 本公司应尽合理努力，在公开文件公布之前将任何公开文件中与本协议、本公司与投资者之间的关系及有关投资者的背景信息有关的任何陈述，提供给投资者以供其审阅。投资者应与本公司、整体协调人及独家保荐人合作，以确保有关公开文件中所有对其的提述均属真实、完整、准确且不具误导性，及确保公开文件未遗漏任何有关其的重要信息，并应即时向本公司、整体协调人及独家保荐人及其各自的顾问提供任何意见及验证文件。
- 7.4. 在不影响第7.3条规定的情况下，投资者不可撤销地同意，在整体协调人全权认为必要且不会导致投资者违反对其适用的任何法律的情况下，于公开文件中提述及载入其名称，并且本协议的全部或部分说明以及投资者的背景资料和他们各自与本公司的关系可以列入公开文件和全球发售的路演材料中。投资者承诺会即时提供准备本公司或整体协调人可合理要求的与其、其拥有权有关及 / 或以其他方式与当中所述事项有关的进一步信息及/或支持文件，以(i)更新本协议日期后公开文件中对投资者的描述，及(ii)使本公司或整体协调人能够遵守适用公司或证券登记及/或主管监管机构（包括但不限于联交所、证监会及中国证监会）的要求。

## 8. 终止

### 8.1. 本协议可按下列方式终止：

- (a) 根据第 3.2、4.5 或 4.6 条；或
- (b) 由本公司或各整体协调人及独家保荐人中的每一方自行终止，前提是(i)投资者于国际配售结束日期、递延交付日期（如适用）或之前严重违反本协议（包括严重违反由投资者根据本协议作出的陈述、保证、承诺及确认）或(ii) 投资者（或根据本协议第 5.1 条受让投资者股份的投资者全资附属公司）在本协议项下的任何相应确认、陈述、承诺、保证或确认在任何方面不准确或不真实的情况；或

(c) 经所有订约方书面同意。

- 8.2. 本协议的任何终止应不影响终止时或终止前任何一方就本协议条款对其他方的已产生权利或责任。
- 8.3. 如果投资者及/或投资者附属公司在交付日期或之前违反了第6条所做的陈述和保证，或者如果未按照本协议规定的时间和方式接收或结算总投资金额及相关经纪佣金及交易费用（无论全部或部分），本公司、整体协调人及独家保荐人应（即使有与本协议相反的任何规定）有权废除本协议及各订约方于本协议下的所有义务应立即终止，但不得损害向投资者及/或投资者附属公司申索其他各方遭受的所有损失的所有权利。
- 8.4. 如本协议被终止，订约各方无义务继续履行各自在本协议下的义务（上述第6.5条规定的赔偿义务和第7.1条规定的保密义务除外），各订约方在本协议下的权利及责任（上述第6.5条规定的责任和下文第12条规定的权利除外）应终止，且任何一方不得对任何其他方提出任何申索，前提是不影响终止时或终止前任何一方就本协议条款对其他方的已产生权利或责任。

## 9. 通知

- 9.1. 本协议项下交付的所有通知均应采用英文或中文书面形式，并应按照第 9.2 条规定的方式交付至以下地址：

倘交付予本公司：

地址：中国江西省吉安市井冈山经济技术开发区  
电邮：longteng@newtrend-group.com  
收件人：郑莫先生

倘交付予投资者：

地址：北京市朝阳区国贸写字楼 1 座 1913  
电邮：haoran.liu@reynoldlemkins.com  
收件人：刘浩然先生

倘交付予独家保荐人：

**民银资本有限公司**

地址：香港中环康乐广场 8 号交易广场 1 期 45 楼  
电邮：project.soaringdragon@cmbccap.com  
收件人：吴海淦先生/郑剑邦先生

倘交付予整体协调人：

**民银证券有限公司**

地址：香港中环康乐广场 8 号交易广场 1 期 45 楼  
电邮：ecm@cmbccap.com  
收件人：ECM

### 兴证国际融资有限公司

地址： 香港上环德辅道中 199 号无限极广场 32 楼全层  
电邮： ecm\_ib@xyzq.com.hk  
收件人： ECM

### 国信证券（香港）融资有限公司

地址： 香港金钟道 88 号太古广场 1 座 32 楼 3207-3212 室  
电邮： ECM@guosen.com.hk  
收件人： ECM

- 9.2. 根据本协议交付的任何通知均应通过专人交付或以传真或电邮或预付邮资邮寄的方式交付。任何通知 (a) 如以专人交付，则于交付时被视为收悉；(b) 如以传真方式交付，则于收到传送确认后被视为收悉；(c) 如以电邮方式交付，则于紧随交付时间后被视为收悉（按发件人发送电邮的设备所记录，不论电邮是否被确认，除非发件人收到自动消息表明电邮未送达）；(d) 如以预付邮资的邮寄方式交付，则（如无更早收到的证据）在邮寄后 48 小时（如以航空邮件递送，则为 6 天）视为收悉。在非营业日收到的任何通知应视为在下一个营业日收悉。

## 10. 一般事项

- 10.1. 各订约方确认并声明，本协议由其正式授权、签署及交付，构成其合法、有效及具约束力的义务，可根据其条款对其强制执行。除本公司为实施全球发售可能需要的同意、批准及授权外，各订约方并无为履行其在本协议下的义务而要求任何公司、股东或其他同意、批准或授权，且各订约方进一步确认其能履行其在本协议下的义务。
- 10.2. 就本协议而言，除明显错误外，本公司及整体协调人就投资者股份数目及发售价秉诚作出的计算及确定均属最终定论。
- 10.3. 对于本协议所需或可能需要的给予第三方的任何通知或第三方同意及／或批准，投资者、本公司、整体协调人及独家保荐人应予以配合。
- 10.4. 对本协议的任何更改或变更，若非以书面方式作出并由所有订约方或其代表签署，一概无效。
- 10.5. 除非相关各订约方另有书面约定，否则各订约方应自行承担与本协议有关的法律及专业费用、成本及开支，但就本协议拟订的任何交易产生的印花税，须由有关转让人／卖方及有关受让人／买方以相等份额承担。
- 10.6. 时间应为本协议的要素，但本协议提及的任何时间、日期或期限可经各订约方相互书面协议延展。
- 10.7. 即使已按照第 4 条完成交割，只要能够被履行或遵守，本协议的所有条款应继续完全有效，但对于当时已履行的事项及经各订约方书面同意终止的事项除外。
- 10.8. 除投资者订立的保密协议外，本协议构成各订约方之间有关投资者投资于本公司的全部协议及谅解。本协议取代与本协议标的事项有关的所有先前承诺、确信、保证、陈述、沟通、谅解及协议（不论书面或口头）。

- 10.9. 除本协议其他条款明确规定的情况外，并非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，但这并不影响第三方在《合约（第三者权利）条例》外存在或可用的任何权利或补救：
- (a) 获弥偿方可强制执行及依赖第 6.5 条，如同他们是本协议的订约方。
  - (b) 本协议可予终止或废除且任何条款均可予以修订、修改或豁免，无需经非本协议订约方的任何人的同意。
- 10.10. 整体协调人及独家保荐人各自有权力并获授权以其认为适当的方式及条款将其所有或任何相关权利、职责、权力及酌情权转授予他们的任何一名或多名联属人士（不论是否有正式手续，不论是否事先通知任何被要求给予本公司或投资者的此类转授权）。尽管有任何此类转授权，有关整体协调人或独家保荐人仍应对根据本条款获其转授相关权利、职责、权力及／或酌情权的任何联属人士的所有作为及不作为负责。
- 10.11. 任何订约方延迟或未能行使或执行（全部或部分）本协议或法律规定的任何权利，不应被视为该方免除或放弃或以任何方式限制其进一步行使或执行该权利或任何其他权利的能力，任何有关权利或补救措施的单独或部分行使，不妨碍有关权利或补救措施的任何其他或进一步行使或任何其他权利或补救措施的行使。本协议规定的权利、权力及补救措施属累积性质，不排除任何权利、权力及补救措施（无论法律或其他方面规定者）。放弃追究任何违反本协议任何规定的行为的豁免，除非是以书面形式作出并由被要求作出豁免的订约方签署，否则不得生效，亦不得予以暗示。
- 10.12. 如在任何时候，根据任何司法权区的法律，本协议的任何条款在任何方面属于或变成非法、无效或不可执行，这不影响或损害：
- (a) 本协议任何其他条款在该司法权区内的合法性、有效性或可执行性；或
  - (b) 本协议的该条款或任何其他条款在任何其他司法权区法律下的合法性、有效性或可执行性。
- 10.13. 本协议对各订约方及其各自的继承人、遗嘱执行人、遗产管理人、继任人及许可受让人具有约束力并完全为其利益而生效，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。除为内部重组或重组之目的外，任何订约方不得出让或转让其于本协议下的全部或任何部分利益、权益或权利。本协议下的义务不可转让。
- 10.14. 在不损害就其他订约方遭受的一切损失及损害向投资者提出申索的所有权利的情况下，如在上市日期或或递延交付日期（如适用）当日或之前有投资者作出的保证遭违反，本公司、整体协调人及独家保荐人应（即使有与本协议相反的任何规定）有权废除本协议及各订约方于本协议下的所有义务应立即终止。
- 10.15. 各订约方各自与其他订约方承诺，其将签立及履行为使本协议条款生效所需的进一步文件及行为，并促使有关文件及行为获签立及履行。

## **11. 豁免权**

- 11.1. 倘在任何司法权区的任何法律程序（包括仲裁程序）中，投资者为或可为其本身或其资产、物业或收益申索任何行动、诉讼、法律程序或其他法律程序（包括仲裁程序）、抵销或反索偿、任何法院的管辖、送达法律程序文件、任何判决、决定、厘定、判令或裁决（包括仲裁裁决）附加援助或执行、或授予任何救济或执行任何判决、决定、厘定、

判令或裁决（包括仲裁裁决）的其他行动、诉讼或程序的豁免权（基于主权或尊贵地位的理由），或倘在任何有关法律程序中可归属于其本身或其资产、物业或收益的任何有关豁免权（无论是否获申索），投资者兹此不可撤销及无条件地放弃及同意不再就任何有关法律程序请求或申索有关豁免权。

## **12. 规管法律及司法权区**

12.1. 本协议及各订约方之间的关系受香港法例所规管并根据香港法例所诠释。

12.2. 任何因本协议而造成或与之相关的争议、纠纷、分歧或申索，无论是侵权行为、合同、法规或其他方面，包括有关其存在、有效性、解释、违反或终止的任何问题，均应提交香港国际仲裁中心（"HKIAC"），并根据本协议签署之日有效的HKIAC管理仲裁规则（"规则"）由HKIAC最终以仲裁方式解决，该规则通过本条的引用而被视为纳入本协议。指定机构应是HKIAC。仲裁地点须为香港且仲裁程序的规管法律须为香港法例。仲裁庭的决定及裁决对订约方而言须为最终且具约束力，并可于任何具司法管辖权的法院作出及执行，订约方不可撤销及无条件地放弃任何及所有对司法机关提出的任何形式的上诉、审核或追溯的权利，只要有关放弃可有效作出。尽管有上述规定，但在仲裁庭获指定前，各订约方应有权向具有有关司法管辖权的法院寻求临时禁令救济或其他临时救济。在并无影响国家法院的司法权区可提供的有关临时救济的情况下，仲裁庭拥有十足权利授予临时救济或责令各订约方要求法院修改或取消有关法院颁布的任何临时或初步救济，并就任何订约方不能就此履行仲裁庭的判令裁定赔偿。

## **13. 副本**

13.1. 本协议可签立任何数目的副本并可由有关订约方各自在单独的副本中签立。各副本为原件，但所有副本共同构成一份相同的文件。递交本协议的经签署副本签署页面的有效方式为以电子邮件附件(PDF)或传真方式进行。

兹证明各订约方于文首载列日期已透过其正式授权签名人签署本协议。

代表

新琪安集团股份有限公司

签署：

A handwritten signature in black ink, appearing to be '王小强' (Wang Xiaoqiang), written in a cursive style.

姓名：王小强

职衔：执行董事

代表

The Reynold Lemkins Group (Asia) Limited

签署: *For and on behalf of*  
The Reynold Lemkins Group (Asia) Limited

.....  
*Authorized Signature(s)*

姓名: 刘浩然

职衔: 董事



代表  
民銀資本有限公司

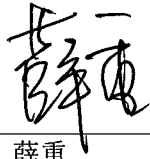
簽署：

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

姓名：吳海淦  
職銜：副總經理

代表  
民銀證券有限公司

簽署：

A handwritten signature in black ink, appearing to be the Chinese characters '薛重' (Xue Chong), written in a cursive style.

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姓名：薛重  
職銜：董事總經理

代表  
民銀證券有限公司  
作為  
興證國際融資有限公司  
的授權代表

簽署：

A handwritten signature in black ink, appearing to be the Chinese characters '薛重' (Xue Zhong), written in a cursive style.

姓名：薛重

職銜：董事總經理

代表  
民銀證券有限公司  
作為  
國信證券（香港）融資有限公司  
的授權代表

簽署：

A handwritten signature in black ink, appearing to be the Chinese characters '薛重' (Xue Chong), written in a cursive style.

姓名：薛重

職銜：董事總經理

## 附表 1 – 投资者股份

### 投资者股份数目

投资者股份数目应不超过(1) 10,000,000 港元（包括投资者将就投资者股份支付的经纪佣金及交易征费）除以 (2) 发售价，再向下约整至最接近每手 200 股 H 股的完整买卖单位

根据上市规则第 18 项应用指引第 4.2 段、上市指引第 4.14 章及联交所授出的豁免（如有），倘香港公开发售下出现超额认购，投资者根据本协议将认购的投资者股份数目可能受到国际配售与香港公开发售之间 H 股重新分配情况的影响。倘香港公开发售中 H 股的总需求水平属于本公司最终招股章程“全球发售的架构—香港公开发售—重新分配”一节所载的情况，则投资者股份数目将按比例调减，以满足香港公开发售下的公众需求。此外，尽管有前述规定，整体协调人、独家保荐人及本公司可全权酌情调整投资者股份数目分配情况，以符合 (i) 上市规则第 8.08(3) 条，当中规定上市日期由公众人士持有的证券中，由持股量最高的三名公众股东实益拥有的百分比，不得超过 50%、或 (ii) 根据上市规则第 8.08(1)(a) 条，或联交所另外有所批准的最低公众持股量要求。

## 附表 2 – 投资者详情

<b>投资者：</b>	The Reynold Lemkins Group (Asia) Limited
注册成立地点：	香港
商业登记号码：	72441313
主要业务：	企业财务咨询，投资融资顾问，并购重组顾问
投资者的最终控股股东：	刘浩然
最终控股股东的注册成立地点：	不适用
最终控股股东的统一社会信用代码：	不适用
最终控股股东的主要业务：	不适用
最终控股股东的股票代码（如有）：	不适用
股东及所持权益：	The Reynold Lemkins Group, 100%
载入招股章程的投资者说明：	<p>Reynold Lemkins is an investment holding company incorporated in Hong Kong in 2020. Reynold Lemkins principally invests in Hong Kong capital markets, and is committed to providing long-term value to industrialization of its portfolio companies. Reynold Lemkins is the official partner of Greenwich Economic Forum Hong Kong 2025 with the Stock Exchange.</p> <p>Reynold Lemkins is indirectly wholly owned by Mr. Liu Haoran (劉浩然). Mr. Liu Haoran is currently a director and the president of China region of Reynold Lemkins. To the best knowledge of our Directors, each of Reynold Lemkins and Mr. Liu Haoran is an Independent Third Party.</p>
相关投资者类别（根据要求包含在联交所的FINI 承配人名单模板中或FINI 界面披露与承配人相关的信息）：	基石投资者

**Dated the 25 May 2025**

**The Indemnifiers**

in favour of

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**Newtrend Group Holding Co., Ltd.**  
**(新琪安集團股份有限公司)**

**(for itself and as trustee for each of its subsidiaries as stated herein)**

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**DEED OF INDEMNITY**

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This Deed of Indemnity (“**Deed**”) is made on the 25 May 2025

**GIVEN BY:**

**THE INDEMNIFIERS**, whose names and correspondence addresses are set out in Schedule 1 hereto (each an “**Indemnifier**” and collectively, the “**Indemnifiers**”).

**IN FAVOUR OF:**

**Newtrend Group Holding Co., Ltd. (新琪安集團股份有限公司)**, a company established in the PRC with limited liability on 8 September 2006, bearing unified social credit code 913608057928156291, whose registered office is situated at Jinggangshan Economic and Technological Development Zone, Ji'an, Jiangxi Province, PRC, and whose principal place of business in Hong Kong is at 1915, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong (the “**Company**”) on its own behalf and, where the context permits, as trustee for its subsidiaries whose particulars are set out in Schedule 2 hereto.

**WHEREAS:**

- (A) The Company proposes to offer an aggregate of 10,585,400 H Shares (as defined below) (subject to reallocation pursuant to an over-allotment option in respect of and up to 1,587,800 Shares) of nominal value RMB1.00 each in the Company for subscription (the “**Global Offering**”) on and subject, among others, to the terms and conditions set out or referred to in the Prospectus (as defined below). The Company has applied for the listing of and permission to deal in the Shares on the Main Board of The Stock Exchange of Hong Kong Limited.
- (B) Upon the completion of the Global Offering, the issued share capital of the Company is expected to be owned directly as to approximately 36.5% by Shenzhen Newtrend Industrial Development Co., Ltd.\* (深圳市新琪安实业发展有限公司) (“**Newtrend Industrial**”), 6.2% by Mr. Wang Xiaoqiang and 6.0% by Ji'an Jingkai District Juhexing Investment Consulting Partnership (Limited Partnership)\* (吉安市井开区聚合兴投资咨询合伙企业 (有限合伙)) (“**Juhexing Investment**”).
- (C) As at the date of this Deed, Newtrend Industrial is directly owned as to 50.0% by Mr. Wang Xiaoqiang (王小明) and 50.0% by Ms. Ding Dan (丁丹). Juhexing Investment is controlled by Ms. Ding as its sole general partner.
- (D) In preparation of the Global Offering, each of the Indemnifiers has agreed to give certain indemnities, jointly and severally, in favour of the Company for itself and as trustee for its subsidiaries as stated herein, subject to the terms and in accordance with the conditions set out in this Deed.

**NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED** between the parties hereto as follows:

**1. INTERPRETATION**

- 1.1 In this Deed, including the Recitals, terms defined in the Prospectus (as defined below)



shall apply hereto. The following expressions shall have the following meanings except where the context otherwise requires:

- (a) “**Accounts Date**” means 31 December 2024;
- (b) “**Claim**” includes (without limitation) any claim, counterclaim, request, assessment, notice, demand, settlement or other documents issued, or action or proceeding (legal, arbitral, administrative or judicial) taken by or on behalf of the Inland Revenue Department of Hong Kong, or any other statutory, administrative or governmental authority or department whatsoever in Hong Kong or any other part of the world, or any employee or ex-employee of the Group, or any customer or supplier of the Group or any person who purchased from the Group, and also includes any order, decree or judgment by any legal, arbitral or judicial body, whatsoever in Hong Kong or any other part of the world from which it appears that the Group is liable or is sought to be made liable for any payment of any form of liability or to be deprived of any Relief or right to repayment of any form of liability which Relief or right to repayment would but for the Claim have been available to the Group;
- (c) “**Effective Date**” means the date on which the Global Offering becomes unconditional and dealings in Shares first commence on the Stock Exchange;
- (d) “**Estate Duty**” means the estate duty payable under the Estate Duty Ordinance or any law of equivalent or similar effect of any jurisdiction outside Hong Kong which includes any interest, penalty or other liability arising in connection with the imposition or non-payment or delay in payment of such duty;
- (e) “**Estate Duty Ordinance**” means the Estate Duty Ordinance (Chapter 111 of the Laws of Hong Kong) as in force at the date of this Deed but in the event of any repeal or amendment of such provisions, and references to the Estate Duty Ordinance shall be read as including any provisions to the like effect respectively replacing or amending the same;
- (f) “**Group**” means the Company and its subsidiaries from time to time and “**Group Company**” means any of them and “**Group Companies**” shall be construed accordingly;
- (g) “**Hong Kong**” or “**HK**” means the Hong Kong Special Administrative Region of the PRC;
- (h) “**PRC**” means the People’s Republic of China (which, for the purposes of this Deed, excluding Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan);
- (i) “**Prospectus**” means the prospectus to be issued by the Company on or about 30 May 2025 in connection with the Global Offering;
- (j) “**Relevant Transfer**” in relation to any person means any transfer made by that person of any property other than an interest limited to cease on his death or property which he transferred in a fiduciary capacity being made on or prior to the Effective Date and means any transaction of the kind described in section 35 of the Estate Duty Ordinance interpreted in accordance with the provisions

contained in section 3 of the Estate Duty Ordinance;

- (k) **“Relief”** includes any relief, allowance, concession, exemption, set off or deduction in computing profits, income, expenditure or other assessable sum, event or circumstance against which a Taxation is assessed, and any credit granted by or pursuant to any legislation or otherwise relating to all forms of Taxation;
- (l) **“Shares”** means share(s) with a nominal or nominal value of RMB1.00 each in the share capital of the Company;
- (m) **“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;
- (n) **“subsidiary(ies)”** shall have the meaning as defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); and
- (o) **“Taxation”** means:
  - (1) Estate Duty and any liability to any form of taxation and duty whenever created or imposed, whether of Hong Kong or of any other part of the world, and without prejudice to the generality of the foregoing includes (without limitation) all forms of profits tax, provisional profits tax, business tax on gross income, income tax, value added tax, interest tax, salaries tax, property tax, land appreciation tax, lease registration tax, estate duty, capital gains tax, death duty, capital duty, stamp duty, payroll tax, withholding tax, corporate income tax, rates, customs and excise duties and generally any tax duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities whether of local, municipal, provincial, national, state or federal level whether of Hong Kong or any other part of the world;
  - (2) such an amount or amounts as is or are referred to in Clause 1.2; and
  - (3) all fines, penalties, costs, charges, expenses and interests incidental or relating to any liability to Taxation or the deprivation of Relief or of a right to repayment of Taxation which is the subject of the indemnity contained in Clause 4 to the extent that the same is/are payable or suffered by the Group or any of the Group Companies; and
- (p) **“Taxation Claim”** includes, without limitation, any assessment, notice, demand or other documents issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong or any other revenue, customs, fiscal, statutory or governmental authority whatsoever in Hong Kong or any other part of the world from which it appears that the members of the Group or any of them is liable or is sought to be made liable for any payment of any form of Taxation or to be deprived of any Relief or right to repayment of any form of Taxation which Relief or right to repayment would but for the Taxation Claim have been available to the members of the Group or any of them.

1.2 In the event of any deprivation of any Relief or of a right to repayment of any form of Taxation, there shall be treated as an amount of Taxation for which a liability has arisen, the amount of such Relief or repayment or (if smaller) the amount by which the liability



to any such Taxation of the Group or any of the Group Companies would have been reduced by such Relief or repayment if there had been no such deprivation as aforesaid, applying the relevant rates of Taxation in force in the period or periods in respect of which such Relief or repayment would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that the Group or any of the Group Companies (as the case may be) had sufficient profits, turnover or other assessable income or expenditure against which such Relief might be set off or given.

1.3 In this Deed:

- (a) references to this Deed are to this Deed of Indemnity;
- (b) references to ordinances and to statutory provisions shall be construed as references to those ordinances or statutory provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and to any orders, regulations, instruments or subordinate legislation made under the relevant ordinances or statutory provisions thereof and references to any repealed ordinance or any provisions of which they are re-enactments (whether with or without modification);
- (c) unless the context otherwise requires, words denoting the singular number include the plural thereof, words importing one gender include both genders and the neuter and references to persons include firms, companies and corporations, in each case vice versa;
- (d) references to Clauses and the Schedules are to the clauses of and the schedules to this Deed; and
- (e) headings are for ease of reference only and do not form part of this Deed.

**2. CONDITION PRECEDENT**

- 2.1 The provisions contained in this Deed are subject to and conditional upon the Global Offering becoming unconditional as specified under the section headed “Structure and conditions of the Global Offering” of the Prospectus. If such conditions are not fulfilled (or waived, where appropriate) on or before the date falling 30 days from the date of the Prospectus, this Deed shall become null and void and cease to have any effect whatsoever.

**3. ESTATE DUTY INDEMNITY**

- 3.1 Without prejudice to any of the foregoing provisions of this Deed and subject as hereinafter provided, each of the Indemnifiers hereby unconditionally and irrevocably agrees and undertakes that they will jointly and severally indemnify and at all times keep them and each of them fully indemnified, to the maximum extent permitted under all applicable laws, on demand against any depletion or reduction in value of their respective assets, or increase in their respective liabilities, loss or depreciation of any Relief, at any of the Group Companies, as a direct or indirect consequence of, and in respect of any amount which the Group or any of the Group Companies may hereafter become liable to pay, being:

- (a) any duty which is or hereafter becomes payable by the Group or any of the Group Companies by virtue of section 35 of the Estate Duty Ordinance and/or section 43 of the Estate Duty Ordinance (or the equivalents thereof under the laws of any jurisdiction outside Hong Kong) by reason of the death of any person and by reason of the assets of the Group or any of such assets being deemed for the purpose of Estate Duty to be included in the property passing on his death by reason of that person making or having made a Relevant Transfer to the Group or any of the Group Companies at any time on or prior to the Effective Date;
- (b) any amount recovered (now or hereafter) against the Group or any of the Group Companies under the provisions of section 43(7) of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) in respect of any duty payable under section 43(1)(c) or section 43(6) of the Estate Duty Ordinance (or the equivalents thereof under the laws of any jurisdiction outside Hong Kong) by reason of the death of any person and by reason of any assets of the Group or of any of the Group Companies being deemed for the purpose of Estate Duty Ordinance or legislation similar thereto in Hong Kong to be included in the property passing on his death by reason of that person making or having made a Relevant Transfer to the Group or any of the Group Companies at any time on or prior to the Effective Date; and/or
- (c) any amount of duty which the Group or any of the Group Companies is obliged to pay by virtue of section 43(1)(c) of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) in respect of the death of any person in any case where the assets of another company or any of them are deemed for the purpose of Estate Duty to be included in the property passing on that person's death by reason of that person making or having made a Relevant Transfer to that other company and by reason of the Group or any of the Group Companies having received any distributed assets of that other company on their distribution within the meaning of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong), in each case at any time on or prior to the Effective Date, but only to the extent to which the Group or any of the Group Companies is/are (after taking such steps as are reasonable having regarded to the circumstances prevailing at the relevant time) unable to recover an amount or amounts in respect of that duty from any other person under the provisions of section 43(7)(a) of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong).

- 3.2 Notwithstanding any other provision of this Deed, none of the Indemnifiers will be liable for any penalty imposed on the Group or any of the Group Companies under section 42 of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong) by reason of any of the Group Companies defaulting in any obligation to give information to the Commissioner (as defined under the Estate Duty Ordinance) under section 42(1) of the Estate Duty Ordinance (or the equivalent thereof under the laws of any jurisdiction outside Hong Kong), provided that any such obligations on the part of the Group or any of the Group Companies to give information do not go beyond the extent of the actual knowledge of the Group, but the Indemnifiers shall be liable for any interest or unpaid estate duty.

#### 4. TAXATION INDEMNITY



- 4.1 Without prejudice to any of the foregoing provisions of this Deed and subject as hereinafter provided, each of the Indemnifiers hereby unconditionally and irrevocably agrees and undertakes that they will jointly and severally indemnify and at all times keep them and each of them fully indemnified, to the maximum extent permitted under all applicable laws, on demand against Taxation, together with all reasonable costs (including all legal costs), expenses or other liabilities which any of the Group Companies may properly incur in connection with: (i) the investigation, the assessment or the contesting of any Taxation Claim; (ii) the settlement of any Taxation Claim under this Deed; (iii) any legal proceedings in which any of the Group Companies claims under or in respect of this Deed and in which judgment is given for any of the Group Companies; or (iv) the enforcement of any such settlement or judgment, falling on any of the Group Companies resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurring on or prior to the Effective Date whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation is chargeable against or attributable to any other person, firm, company or corporation and including any and all Taxation resulting from the receipt by the Group on or prior to the Effective Date of any amounts payable hereunder.
- 4.2 The indemnity contained in Clause 4.1 shall not apply, to the extent that, *inter alia*:
- (a) full provision or allowance has been made for such Taxation in the audited consolidated accounts of the Group for any accounting period ended on or prior to the Accounts Date;
  - (b) such Taxation or liability falling on any of the Group Companies in respect of any accounting period prior to and ending on the Effective Date, where such Taxation or liability would not have arisen but for some act or omission of, or transaction voluntarily effected by, any of the Group Companies (whether alone or in conjunction with some other act, omission or transaction, whenever occurring) in the ordinary course of business without the prior written consent or agreement of the Indemnifiers, other than any such act, omission or transaction:
    - (1) carried out or effected in the ordinary course of business or in the ordinary course of acquiring and disposing of capital assets on or prior to the Effective Date; and
    - (2) carried out, made or entered into pursuant to a legally binding commitment created on or prior to the Effective Date or pursuant to any statement of intention made in the Prospectus;
  - (c) such Taxation liabilities or Taxation Claim arise or are incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law, rules and regulations or the interpretation or practice thereof by the Inland Revenue Department of Hong Kong or any other relevant authority (whether in Hong Kong or any other part of the world) coming into force after the date of this Deed or to the extent that such Taxation Claim arises or is increased by an increase in rates of Taxation or Taxation Claim after the Effective Date with retrospective effect; or
  - (d) any provision or reserve made for Taxation in the audited consolidated accounts of the Group up to the Accounts Date which is finally established to be an over-



provision or an excessive reserve, in which case the Indemnifiers' liability (if any) in respect of Taxation shall be reduced by an amount not exceeding such provision or reserve, provided that the amount of any such provision or reserve applied pursuant to this Clause 4 to reduce the Indemnifiers' liability in respect of Taxation shall not be available in respect of any such liability arising thereafter.

## **5. OTHER INDEMNITIES**

- 5.1 Each of the Indemnifiers jointly and severally agrees and undertakes to indemnify and at all times keep each of the Group Companies fully indemnified, to the maximum extent permitted under all applicable laws, from any expenses, payments, sums, outgoings, fees, demands, claims, damages, losses, costs (including but not limited to legal and other professional costs), charges, liabilities, fines, penalties in connection with any failure, delay or defects of corporate or regulatory compliance or errors, discrepancies or missing documents in the statutory records of any of the Group Companies under, or any breach of any provision of, the Companies Ordinance, the Companies (Winding up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) or any laws, regulations, rules or administrative orders or measures in the PRC or any other applicable laws, rules or regulations on or prior to the date on which the Global Offering becomes unconditional.
- 5.2 Each of the Indemnifiers jointly and severally agrees and undertakes to indemnify and at all times keep each of the Group Companies fully indemnified, to the maximum extent permitted under all applicable laws, from all claims, actions, payments, suits, charges, demands, liabilities, damages, settlements, sums, outgoings, fees, losses, penalties, fines, costs and expenses which would be incurred or suffered directly or indirectly, from or on the basis of or in connection with the legal proceedings and the non-compliance by any of the Group Companies as described in the paragraphs headed "Legal Proceedings and Compliance" under the section headed "Business" in the Prospectus and/or in connection with any other litigation and/or non-compliance of any of the Group Companies which has occurred at any time on or prior to the Effective Date.
- 5.3 Each of the Indemnifiers jointly and severally agrees and undertakes to indemnify and at all times keep each of the Group Companies fully indemnified, to the maximum extent permitted under all applicable laws, from any depletion in or reduction in value of its assets or any loss (including all legal costs and suspension of operation), cost, expenses, damages or other liabilities which any of the Group Companies may incur or suffer arising from or in connection with the disposal or acquisition of the equity interest in any of the Group Companies since the date of incorporation of the respective Group Companies and up to the Effective Date.
- 5.4 Each of the Indemnifiers jointly and severally agrees and undertakes to indemnify and at all times keep each of the Group Companies fully indemnified, to the maximum extent permitted under all applicable laws, on demand from and against all losses, claims, actions, payments, charges, demands, liabilities, damages, proceedings, judgments, costs, fees, expenses, penalties and fines of whatever nature suffered or incurred or accrued by the Company and/or any of the Group Companies directly or indirectly arising from, as a result of or in connection with any loss, damages, costs and expenses suffered by any of the Group Companies arising from the incidents referred to the paragraph headed "D. Other Information – 3. Indemnities" in Appendix VI to the Prospectus.

## **6. NO DOUBLE CLAIMS**



- 6.1 No Claim under this Deed shall be made by more than one of the Group Companies in respect of the same Taxation.

**7. CONDUCT OF CLAIMS**

- 7.1 In the event of any Claim arising under this Deed, the Group or any of the Group Companies shall, by way of covenant but not as a condition precedent to the liability of the Indemnifiers hereunder, give or procure that notice thereof together where applicable with all relevant information, is as soon as reasonably practicable given to the Indemnifiers, and, as regards any such Claim, at the reasonable request of the Indemnifiers, use their best endeavours to take such action, or procure that such action be taken (provided that such request shall be made by the Indemnifier within a reasonable time of receipt of the Group's notice), as the Indemnifiers may reasonably request to cause the Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claim and any determination in respect thereof but subject to the Group or any of the Group Companies being indemnified and secured to its or their reasonable satisfaction by the Indemnifiers from and against all losses, liabilities (including additional Taxation), costs, damages and expenses which may be thereby incurred provided that the Group shall not make any settlement of any Claim without prior consultation with the Indemnifiers.
- 7.2 Without the prior written approval of the Company (whether for itself or on behalf of any other Group Companies), the Indemnifiers shall make no settlement of any Claim nor agree on any matter in the course of disputing any Claim likely to affect the amount thereof or the future liability of any of the Group Companies.
- 7.3 Payment of any Claim by an Indemnifier under this Deed shall pro tanto satisfy and discharge any other Claim under this Deed against the Indemnifier which is capable of being made in respect of the subject matter.

**8. PAYMENTS**

- 8.1 If after any Indemnifier has made any payment pursuant to Clauses 3, 4 and 5 hereof, any of the Group Companies shall recover or receive a refund of all or part of the relevant Taxation or liability (whether pursuant to section 79 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) or similar legislation elsewhere or otherwise) such Group Company (if it shall receive such refund) shall repay or (if any of the Group Companies shall receive such refund) procure the repayment by such other Group Company, as the case may be, to such Indemnifier a sum corresponding to the amount of such refund less:
- (a) any expenses, costs and charges payable or properly sustained or incurred by the Group or any of the Group Companies in recovering such refund; and
  - (b) the amount of any additional Taxation which shall not have been taken into account in calculating any other payment made or to be made pursuant to this Clause 8 but which is suffered by any of the Group Companies in consequence of such refund.
- 8.2 A Group Company may, in whole or in part, release or compromise the liability of any of the Indemnifiers under this Deed or grant any time or other indulgence, in its absolute

discretion, without in any way prejudicing or affecting any liability of any of the other Indemnifiers under this Deed or any other liability of any of the Indemnifiers.

- 8.3 Any payments due by any Indemnifier pursuant to the foregoing provisions of this Deed shall be increased to include such interest on unpaid tax as the Group or any of the Group Companies shall have been required to pay pursuant to section 71(5) or section 71(5A) of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) or similar legislation elsewhere.
- 8.4 Any payments made by or due from the Indemnifiers under this Deed shall be made gross, free and clear of any right of counterclaim or set-off and without any deductions or withholdings of any nature.
- 8.5 In the event that any deductions or withholdings are required by law, or that any payments made by or due from the Indemnifiers under this Deed are liable for Taxation or other Claims (in the hands of any of the Group Companies or otherwise), then the Indemnifiers shall be jointly and severally liable to pay to the relevant Group Company to whom the payments are made or due such further sums as will ensure that the aggregate of the sums paid or payable to the relevant Group Company shall, after making all deductions and withholdings from, or deducting liabilities to Taxation or other Claims in respect of, such sums, leave the relevant Group Company with the same amount as it/they would have been entitled to receive in the absence of any such deductions, withholdings or liabilities. For the avoidance of doubt, in the event that any Taxation Claim or any other Claim under this Deed is or has been discharged by any of the Group Companies, the indemnities given hereunder shall take effect as covenants by the Indemnifiers to reimburse any of the Group Companies.

## **9. BINDING EFFECT**

- 9.1 The indemnities, agreements and undertakings herein contained shall bind each of the Indemnifiers, the Group Companies and the respective personal representatives and successors of the Indemnifiers and shall enure for the benefit of each party's successors and assigns.

## **10. FURTHER UNDERTAKING**

- 10.1 Each of the Indemnifiers agrees and jointly and severally undertakes with the Group and each of the Group Companies that it will on demand do all such reasonable acts and things and executes all such deeds and documents as may be necessary to carry into effect or to give legal effect to the provisions of this Deed and the indemnities hereby contemplated.

## **11. ASSIGNMENT**

- 11.1 The whole or any part of the benefit of this Deed may be assigned by the Group or any of the Group Companies. The Indemnifiers shall not assign or transfer any of its rights or obligations under this Deed or purport to do so.

## **12. SEVERABILITY**

- 12.1 Any provision of this Deed prohibited by or which is unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the



extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. The parties herein shall then use all reasonable endeavours to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

### 13. **NOTICES**

13.1 Any notice required or permitted pursuant to this Deed shall be given in writing and shall be given either personally or by sending it by next-day or second-day courier service or similar means to the address as shown below. Where a notice is sent by next-day or second-day courier service, service of the notice shall be deemed to be effected by properly addressing, pre-paying and sending by next-day or second-day service through an internationally-recognised courier a letter containing the notice, with a confirmation of delivery, and to have been effected at the expiration of two (2) days after the letter containing the same is sent as aforesaid.

13.2 Notice to the Group Companies shall be given to the following address:

**For and on behalf of the Group Companies**

Attention: The Board of Directors

Address: Jinggangshan Economic and Technological Development Zone,  
Ji'an, Jiangxi, PRC (中国江西省吉安市井冈山经济技术开发区)

13.3 Notice to the Indemnifiers shall be given to the following address or facsimile number:

**Shenzhen Newtrend Industrial Development Co., Ltd.\* (深圳市新琪安实业发展有限公司)**

Attention: Wang Xiaoqiang (王小强)

Address: 14E, Ruihe Yena Kane Court, Baishi 3rd Road, Nanshan District,  
Shenzhen, Guangdong, PRC (深圳市南山区白石三道瑞河耶  
纳凯恩苑14E)

**Ji'an Jingkai District Juhexing Investment Consulting Partnership (Limited Partnership) (吉安市井开区聚合兴投资咨询合伙企业 (有限合伙))**

Attention: Ding Dan (丁丹)

Address: 11-14A, Jinduanzhijin, Shenzhen Bay, Nanshan District,  
Shenzhen, Guangdong, PRC (广东省深圳市南山区深圳湾锦缎  
之滨11-14A)

**Wang Xiaoqiang (王小强)**

Attention: Wang Xiaoqiang (王小强)

Address: 14E, Ruihe Yena Kane Court, Baishi 3rd Road, Nanshan District, Shenzhen, Guangdong, PRC (深圳市南山区白石三道瑞河耶纳凯恩苑14E)

**Ding Dan (丁丹)**

Attention: Ding Dan (丁丹)

Address: 11-14A, Jinduanzhubin, Shenzhen Bay, Nanshan District, Shenzhen, Guangdong, PRC (广东省深圳市南山区深圳湾锦缎之滨11-14A)

**14. GENERAL**

- 14.1 This Deed sets forth the entire agreement and understanding between the parties hereto or any of them in relation to the subject matter of this Deed and supersedes and cancels in all respects all previous agreements, letters of intent, correspondence, understandings, agreements and undertakings (if any) between the parties hereto with respect to the subject matter hereof, whether such be written or oral.
- 14.2 No variation of or amendment to this Deed shall be effective unless it is made in writing and signed by or on behalf of each of the parties hereto.
- 14.3 Unless otherwise agreed in writing, the Company shall bear the legal and professional fees, costs and expenses incurred in relation to the negotiation, registration, preparation and execution of this Deed.
- 14.4 This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts each of which when executed shall be binding on the party hereto who has executed it and all of which when taken together shall constitute one and the same document.
- 14.5 No breach of any provision of this Deed shall be capable of being waived or discharged except with the express written consent of the Company.
- 14.6 No failure or delay by the Company or any of the Group Companies in exercising any right, power or entitlement under this Deed shall operate as a waiver thereof nor shall any single or partial exercise by any of them of any right, power or entitlement preclude any further exercise thereof or the exercise of any other right, power or entitlement. The rights and remedies in this Deed are cumulative and not exclusive of any rights and remedies provided by law.
- 14.7 Time shall be of the essence as regards any date or period mentioned in this Deed, or any date or period substituted for the same by the agreement of the parties or otherwise.

14.8 Each of the Indemnifiers hereby agrees and acknowledges that:

- (a) the Company is entering into and will receive all benefits of this Deed for itself and as trustee for each of the subsidiaries without the need for each such subsidiary executing this Deed;
- (b) none of them shall dispute or deny to seek to avoid or reduce any liability of obligation whatsoever on its part under this Deed on the ground or by reason of any lack of authority on the part of the Company to act as such trustee or that any obligation on the part of any Group Companies is invalid or unenforceable;
- (c) none of them is entering into this Deed in reliance of any agreement or obligation on the part of any of the Group Companies; and
- (d) none of their obligations or liabilities hereunder is revocable or subject to any condition (other than the only condition stipulated in Clause 2) or liable to be set aside or avoid on any ground whatsoever.

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Deed but this Deed may be enforced in any court of competent jurisdiction.

*[The remainder of this page is intentionally left blank.]*



## **SCHEDULE 1**

### **The Indemnifiers**

#### **Name**

#### **Address**

**Shenzhen Newtrend Industrial Development Co., Ltd. \***

**(深圳市新琪安实业发展有限公司)**

A company established in the PRC with limited liability on 29 April 2001, bearing unified social credit code 914403007285519644

A and B, 8th Floor, Jiajiahao Business Building, No. 10168 Shennan Avenue West, Nanshan District, Shenzhen, PRC (中国深圳市南山区深南大道西 10168 号佳嘉豪商务大厦 8 楼 A、B)

**Ji'an Jingkai District Juhexing Investment Consulting Partnership (Limited Partnership)\* (吉安市井开区聚合兴投资咨询合伙企业 (有限合伙))**

A limited partnership established in the PRC on 24 December 2014, bearing unified social credit code 91360805322570399X

Torch Avenue, Jingkai District, Ji'an City, Jiangxi Province, PRC  
江西省吉安市井开区火炬大道

**Wang Xiaoqiang (王小强)**

14E, Ruihe Yena Kane Court, Baishi 3rd Road, Nanshan District, Shenzhen, Guangdong, PRC  
(深圳市南山区白石三道瑞河耶纳凯恩苑 14E)

**Ding Dan (丁丹)**

11-14A, Jinduazhibin, Shenzhen Bay, Nanshan District, Shenzhen, Guangdong, PRC  
(广东省深圳市南山区深圳湾锦缎之滨 11-14A)

## **SCHEDULE 2**

### **The subsidiaries**

<b><u>Name</u></b>	<b><u>Place of incorporation</u></b>
吉安市智科貿易有限公司(Ji'an Zhike Trade Co., Ltd.*)	PRC
江西安晟食品配料有限公司(Jiangxi Ansun Food Ingredients Co., Ltd.*)	PRC
南昌市新琪安科技有限公司(Nanchang Newtrend Technology Co., Ltd.*)	PRC
深圳市新琪安健康科技有限公司(Shenzhen Newtrend Health Technology Co., Ltd.*)	PRC
西藏新琪安精細化工有限公司(Xizang Newtrend Fine Chemical Technology Co., Ltd.*)	PRC
NTFC (HK) CO., LIMITED (新琪安(香港)有限公司)	Hong Kong
Newtrend Europe B.V.	the Kingdom of the Netherlands
PT. NTFC Trading Indonesia Indonesia	the Republic of Indonesia
PT. Newtrend Nutrition Ingredient	the Republic of Indonesia
Newtrend Food Ingredient (Thailand) Co., Ltd.	the Kingdom of Thailand

IN WITNESS whereof this Deed of Indemnity has been duly executed as a deed the day and year first above written.

**THE INDEMNIFIERS**

**EXECUTED AND DELIVERED**

as a DEED for and on behalf of  
**Shenzhen Newtrend Industrial  
Development Co., Ltd. \***  
(深圳市新琪安实业发展有限公司)  
by Wang Xiaoqiang (王小强)  
as duly authorised signatory of Shenzhen  
**Newtrend Industrial Development Co.,  
Ltd. \***  
(深圳市新琪安实业发展有限公司)

in the presence of:

Signature of witness:

王皓

Name of witness:

王皓 Wang Hao

王小强

EXECUTED AND DELIVERED )  
as a DEED for and on behalf of )  
Ji'an Jingkai District Juhexing )  
Investment Consulting Partnership )  
(Limited Partnership)\* )  
(吉安市井开区聚合兴投资咨询合伙企业 )  
(有限合伙)) )  
by Ding Dan (丁丹) )  
as duly authorised signatory of Ji'an )  
Jingkai District Juhexing Investment )  
Consulting Partnership (Limited )  
Partnership)\* (吉安市井开区聚合兴投资 )  
咨询合伙企业 (有限合伙)) )  
in the presence of: )



Handwritten signature or mark.

Signature of witness:

Handwritten signature of the witness, appearing to be '王皓' (Wang Hao).

Name of witness:

Handwritten name '王皓' followed by the printed name 'Wang Hao'.

**SIGNED, SEALED AND DELIVERED** )  
by )  
**Wang Xiaoqiang (王小强)** )  
in the presence of: )



Signature of witness:



Name of witness:

王海 wang Hao



**SIGNED, SEALED AND DELIVERED** )  
by )  
**Ding Dan (丁丹)** )  
in the presence of: )



Signature of witness: 王皓

Name of witness: 王皓 Wang Hao

**THE COMPANY**

**EXECUTED AND DELIVERED**

as a DEED for and on behalf of  
**Newtrend Group Holding Co., Ltd.**  
(新琪安集團股份有限公司)

by Zuo Yue  
as duly authorised signatory  
of **Newtrend Group Holding Co., Ltd.**  
(新琪安集團股份有限公司)



in the presence of:

Signature of witness: 張偉豪

Name of witness: 張偉豪