

Agreement to Purchase and Sell Land

between

X.J. ELECTRICS (THAILAND) COMPANY LIMITED

and

AMATA CITY RAYONG COMPANY LIMITED

31 AUGUST 2024

AGREEMENT TO PURCHASE AND SELL LAND

土地买卖协议

THIS AGREEMENT is made in Bangkok, Thailand on the day of 31st August 2024 (hereinafter referred to as “**Execution Date**”) between:

本协议于 2024 年 8 月 31 日（以下称为“签订日期”）在泰国曼谷签订，协议各方为：

AMATA CITY RAYONG COMPANY LIMITED, a company incorporated and existing under the laws of Thailand with its principal office at 2126 New Petchburi Road, Huay Kwang, Bangkok 10310, Thailand (hereinafter referred to as “**Seller**”) of the one part; and

罗勇安美德城有限责任公司(AMATA CITY RAYONG CO., LTD), 为依据泰国法律合法成立的企业，主要营业地位于： 2126 Kromadit Bldg., New Petchburi Rd., Bangkapi, Huay Kwang, Bangkok 10310, Thailand（以下简称为“卖方”）。

X.J. ELECTRICS (THAILAND) COMPANY LIMITED, a company incorporated and existing under the laws of Thailand with its principal office at 65, Soi Paknamkrajomthong 39, Bangphrom, Talingchan, Bangkok 10170 (hereinafter referred to as “**Buyer**”) of the other part.

香江电器（泰国）有限公司为依据泰国法律合法成立的企业，主要营业地位于 65,Soi Paknamkrajomthong 39, Bangphrom, Talingchan, Bangkok 10170（以下称为“买方”）

WHEREAS, the Seller is the owner of various plots of land and known as the Amata City Rayong which is located at Highway 331, Km. 39, Tambon Bowin - Sriracha District, Chonburi Province, and Tambon Mab Yang Porn - Pluak Daeng District, Rayong Province;

鉴于，卖方为罗勇安美德城所有人，罗勇安美德城由多处地块组成，位于： Kilometer 94 of Chachoengsao-Rayong Road, Tambol Bo-Win-Sriracha District, and Tambol Mab Yang Porn-Pluak Daeng District, Rayong Province;

WHEREAS, the Seller has necessary legal permits and licenses and authority to conduct land allotment and land sale business;

卖方具有必要的合法经营权及资质证书，有权从事土地分配与买卖。

WHEREAS, the Seller wishes to sell to the Buyer 1 (one) plot of land, i.e. Plot no. AC566 covering an area of approximately 27.148 (twenty seven point one four eight) Rai as shown in “Amata City Rayong Land Allocation Map” attached hereto as ANNEX I and forming an integral part hereof (hereinafter referred to as the “**Said Land**”);

卖方同意将编号 AC566，面积约 27.148 莱的土地销售给买方，土地详情参见附件 I: “安美德城罗勇土地规划图”（以下称为“该土地”）

WHEREAS, the Buyer wishes to buy the Said Land;
买方同意购买该土地

NOW, THEREFORE, the Buyer and the Seller hereby agree to execute this Agreement under the following terms and conditions:
因此, 买卖双方同意根据以下条款和条件执行本协议:

1. Agreement to Purchase and Sale of Land:
土地买卖条款

- 1.1 The Seller agrees to sell the Said Land and the Buyer agrees to buy the Said Land at the purchase price of Baht 5,500,000.00 (Baht five million five hundred thousand only) per rai. The total amount of the Land Price is at approximately Baht 149,314,000.00 (Baht one hundred forty-nine million three hundred fourteen thousand only). The total Land Price may be adjusted in accordance with the actual area of the Said Land to be determined by an official survey of the Land Office at the Seller's expense after the issuance of the Land Allotment License.

买卖双方同意买卖该土地, 地价为: 550 万铢/莱, 土地总价约为: 149,314,000.00 铢。卖方承诺该土地为工业用地、永久产权。该土地总价将根据土地分配许可颁发之后土地厅所测实际面积作相应调整, 测量费用应由卖方承担。

In the event that there is any area change in the total area of the Said Land, the Land Price adjustment will be reflected in the last payment under **Clause 2** here below.

如果上述土地的总面积发生任何变化, 则土地价格调整将反映在下文第 2 条规定的最后一笔付款中。

- 1.2. The Land Price has already included all cost of land development and common facilities required by the Industrial Estate Authority of Thailand (IEAT).

该地价已经包括了工业区管理局 (IEAT) 规定的土地及公共设施开发费用。

2. Payment of the Land Price
土地款支付

The Buyer shall make payment to the Seller for the Said Land as follows:
买方应根据以下约定向卖方支付土地款:

- 2.1 The first payment: The sum of Baht 29,862,800.00 (Baht twenty-nine million eight hundred sixty-two thousand and eight hundred only) which shall be paid within September 30, 2024. After the Seller receives the 1st payment from the Buyer in full, the reservation deposit Baht 5,972,560

(five million nine hundred seventy-two five hundred and sixty) will be refunded to X.J Group (HK) LTD. from Zhejiang Holley Global Industry Development Co., Ltd.

2024 年 9 月 30 日支付第一笔土地款 29,862,800.00 泰铢,收到款后浙江华立海外实业发展有限公司将定金 5,972,560 泰铢退还给湖北香江电器(香港)有限公司

- 2.2 The second payment: The sum of Baht 44,794,200.00 (Baht forty-four million seven hundred ninety-four thousand two hundred only) shall be paid within November 30, 2024.

2024 年 11 月 30 日支付第二笔土地款 44,794,200.00 泰铢。

- 2.3 The third payment: The sum of Baht 59,725,600.00 (Baht fifty-nine million seven hundred twenty-five thousand and six hundred only) shall be paid within March 31, 2025.

2025 年 3 月 31 日支付第三笔土地款 59,725,600.00 泰铢。

- 2.4 The sum of Baht 14,931,400.00 (Baht fourteen million nine hundred thirty-one thousand and four hundred only) or any adjusted amount representing the balance of the land price of the Said Land shall be paid within May 2025 or the date of the title deed transfer (within 30 days from the notice by the Seller).

剩余土地款 14,931,400 泰铢或者经调整的该土地剩余土地款应在 2025 年 5 月前或者土地契过户之日前支付(卖方需提前 30 天通知)

Payment under this **Clause 2** to the Seller shall be made by (cheque/wire transfer) payable to the account of the Seller at the Bangkok Bank, New Petchburi Road Branch, Account No. 153 - 057777 - 2.

条款 2 中所述付款应通过支票/电汇支付至卖方 New Petchburi 路盘古银行分行, 账号 153 - 057777 - 2。

Upon the receipt of each payment of the Land Price from the Buyer, the Seller shall promptly issue a receipt for each such amount.

卖方在收到买方每一笔土地款后将立即开出各期付款的发票。

3. Representations, Warranties and Covenants of the Seller

卖方陈述、保证以及承诺

The Seller represents, warrants and covenant to the Buyer as Follows:

卖方向买方作出如下陈述、保证以及承诺:

- 3.1. The Seller is a limited company duly registered and existing under the laws of Thailand and has the right to conduct its business within Thailand and is authorized as of the Execution Date to sell the Said Land to the Buyer.

卖方为在泰国合法成立的有限公司，卖方在泰国具有合法经营权，截至本协议签订日期时有权向买方出售该土地。

- 3.2 This Agreement does not and will not violate any of the provisions of the Seller's Memorandum and Articles of Association or any written or verbal agreements or contracts with third parties which the Seller is the party to.
该协议不违反卖方同第三方签署的任何备忘录、联合声明或合同（不论口头或书面）。
- 3.3. The Seller has obtained the requisite and necessary authority and consent from its Board of Directors to enter into this Agreement and perform its obligations as undertaken herein in accordance with the terms hereof.
卖方已得到董事会及股东必要和必须的授权和同意签署本协议并依据本协议的条款履行相应的义务。
- 3.4. The Seller has all legal rights under Thai Laws to execute this Agreement, to transfer land and its title to the Buyer.
卖方拥有所有按泰国法律规定的合法权利执行本协议，将相应地契转让给买方。
- 3.5. The Seller shall be responsible for payment of the land tax imposed upon the Said Land up to the date of registration of the transfer of title to the Said Land to the Buyer.
卖方须承担该土地进行地契转让登记时所须交付的土地税。
- 3.6. The Seller shall be responsible for all registration fees, stamp duty and expenses incurred in connection with the transfer of the ownership to the Said Land to the Buyer. However, in the event that the transfer of title to the Said Land to the Buyer is not made within 30 (thirty) days of notice of the Seller to register the transfer of the Said Land due to the Buyer's fault, the Buyer agrees to compensate the Seller for any extra expenses in connection with the title transfer due to the increase in the rate of registration fees, stamp duties and other official expenses to be imposed by the government after the period of 30 (thirty) days from the date of the Seller's notice has elapsed.
卖方须承担土地转让所引起的登记费、印花税及其它相关费用。如果，在卖方地契转让登记通知后的 30 天内因买方原因未完成土地转让，买方同意支付因超出该 30 天时限所增加的登记费、印花税及其它相关政府费用。
- 3.7. From Execution Date, the Seller agrees to allow the Buyer to have access to the Said Land for the purpose of inspection and conducting soil test on the Said Land.
自本协议签订之日起，卖方同意允许买方进入该土地进行地质勘测。

- 3.8. The Seller agrees to give consent to the Buyer in execution and delivery of all necessary documents to enable the Buyer to apply for construction permits, if necessary, to commence construction on the Said Land; provided that the Buyer has made punctual payments of the purchase price as specified in **Clause 2** above, and further that the Buyer shall have obtained prior written approval from the Seller and IEAT on location, construction plan, and layout of the Buyer's factory.

如果买方按照上述条款 2 的规定准时付款, 并且在工厂建筑动工前建筑规划已获得了卖方及工业区管理局的书面批准, 卖方同意向买方提供建筑执照申请所需文件。

- 3.9. The Seller represents, and covenants that the Said Land is not under any encumbrances, nor servitude nor usufruct nor option nor lease nor occupancy in any form whatsoever. The Seller shall transfer ownership of the Said Land without any mortgage to the Buyer upon registration of transfer of the Said Land and payment by the Buyer as stipulated in **Clause 2** above.

卖方声明并承诺该土地不存在抵押、地役权、债权、期权、出租、以及任何形式的占有等产权负担。卖方向买方承诺该土地在买方按条款 2 付款情况下所进行转让登记的地契没有被用于抵押。

- 3.10. The Seller shall use its best efforts to complete all actions necessary for the transfer of the Said Land including issuance of new title deed and to register the transfer of title to the Said Land to the Buyer.

卖方应负责办理地契转让手续, 包括新地契颁发, 地契转让登记。

- 3.11. The Seller or its subsidiary or both agrees to provide the Buyer with 10 (ten) telephone lines to the front edge of the Said Land. The Buyer will pay to the NATIONAL TELECOM PUBLIC COMPANY LIMITED (NT) for the official charges of installation and cabling from the drop panel nearby to the inside of the Said Land.

买卖双方同意并接受卖方或其子公司或二者提供的 10 条电话线至 AC566 土地前的接点, 买方应向泰国 NT 电话公司交付该土地内电话安装及电话线的费用。

- 3.12. The Seller agrees to provide the Buyer with 22 (twenty-two) KV electricity cable, in the total capacity of 1,358 (one thousand three hundred and fifty eight) KVA, to the front edge of the Said Land. The official charges of transformer and installation cost will be paid by the Buyer.

卖方同意提供 22KV 的电线给买方至该土地前接点, 供电量为 1,358 KVA, 买方应负责变压器及安装费用。

Subject to the availability of excess electricity over the agreed quantity, the additional capacity will be charged to the Buyer as compensation for the investment in the expansion of power substation/power plant at Baht

1,500.- (Baht one thousand five hundred only) per KVA which must be paid to the Seller before the submission of application for the additional electricity to Provincial Electricity Authority of Thailand (PEA) through the Seller, in addition to the official charges of transformer and its installation cost for the additional electricity which will be paid by the Buyer to PEA, but the Seller will not be responsible for any delay caused by PEA.

买方如需电力增容，须在地契转让前或由卖方或其子公司或二者向地方电力局递交电力增容申请前向卖方或其子公司支付电力增容费：1,500 铢/KVA。买方应负责电力增容的变压器及安装费，如果由于地方电力局的原因而造成的延误，卖方或其子公司或二者将不负任何责任。

- 3.13. The Seller or its subsidiary or both agrees to supply tap water of Provincial Waterworks Authority of Thailand (PWA) standard at the current supply standard and any new standard to be in enforce in the future to the Buyer at maximum 7 (seven) cu.m. per rai per day to the front edge of the Said Land which is to be charged to the Buyer at the Seller's rate. Current water supply standard of PWA is shown in ANNEX IV.

卖方或其子公司或二者将按照地方水力局标准，向买方提供现有标准或将来执行的标准的自来水，将有每天每莱土地最多 7 吨配备至该土地的边界前，水费费率依据安美德城标准。现行自来水标准请看附件 4。

The cost of water meter, and connection from the distribution line to the inside of the Said Land will be paid by the Buyer.

买方将自行承担水表安装费用，从水管主管道连接到地块内的水管安装费用。

- 3.14. Under the supervision and with consent from the Industrial Estate Authority of Thailand (IEAT), the Seller or its subsidiary or both will continue to look after and maintain in good condition the common properties and public utilities in the Amata City Rayong Industrial Estate and manage the servicing activities of all the infrastructure and utility supply to the Buyer according to the standard of IEAT provided that the Buyer has performed in compliance with IEAT's/Seller's rules and regulations and has paid for the service charge as mentioned in **Clause 4.7** of this Agreement.

在工业区管理局(IEAT)的监管和许可下，卖方或其子公司或二者将维护并管理在罗勇安美德城工业园区内的公共财产及公共设施。买方同意其根据工业区管理局之标准提供水电等基础设施，遵守 IEAT 或卖方的规章制度并支付在 4.7 条款中提到的相应服务费。

4. Representations, Warranties and Covenants of the Buyer

买方陈述、保证以及承诺

The Buyer represents, warrants to and covenants with the Seller that:

买方向卖方作出如下陈述、保证以及承诺:

- 4.1. The Buyer is a limited company duly registered and existing under the laws of Thailand and has the right to conduct its business within Thailand and is authorized as of the Execution Date to purchase and to own Said Land.

买方为在泰国合法成立的公司, 并在本协议签订日起有权购买并拥有该土地。

- 4.2. This Agreement will not violate any of the provisions of the Buyer's Memorandum and Articles of Association or By-Laws or any written or verbal other agreement or contract to which the Buyer is a party.

该协议不违反买方同第三方签署的任何备忘录、联合声明、协议或合同。

- 4.3. The Buyer has obtained the requisite and necessary authority and consent from its Board of Directors for entering into this Agreement and performing its obligations as undertaken herein in accordance with the terms hereof.

买方已得到董事会及股东必要和必须的批准和同意签署本协议, 并根据本协议的条款履行义务。

- 4.4. The Buyer will use the Said Land as its factory for manufacture household appliance manufacturing, household appliances sales business, household goods manufacturing, household goods sales business, latex inner tube manufacturing, latex inner tube sales business, plastic products manufacturing, hardware products manufacturing, goods import and export, technology import and export, mold manufacturing, mold sales business and related business only and does not purchase the Said Land for the purpose of speculation.

买方将用该土地兴建厂房, 从事生产家用电器制造; 家用电器销售; 家居用品制造; 家居用品销售; 乳胶内管制造, 乳胶内管销售, 塑料制品制造, 五金制品制造, 货物进出口, 技术进出口, 模具制造, 模具销售及相关业务, 而非购买土地进行投机。

The Buyer may resell or otherwise dispose of the Said Land, provided that the Buyer shall enter into an assignment agreement with the transferee of the Said Land and the Seller to the effect that the transferee agrees in writing with the Seller to be bound by the terms and conditions of this Agreement, in so far as they are applicable.

买方可以转售或以其他方式处置该土地, 但买方应与所述土地的受让方和卖方签订转让协议, 内容为受让方以书面形式同意卖方受本协议中适用的条款和条件的约束。

4.5. The Buyer agrees that:-

买方同意以下:

- (1) in any event that the Buyer wishes to wind-up its business, enter into liquidation process, enter into debt restructuring process, undertake composition with the creditors, rehabilitation, receivership, being impound or seize the property or bankruptcy proceedings; or
买方打算停业、进入清算程序、债务重组过程、与债权人和解、交由债权人善后、接管、扣押或没收财产, 或启动破产程序的任意情况下; 或,
- (2) in the event that the Buyer wishes to stop its operation, sell or assign its business to a third party; or
在买方打算停产, 有意愿转让或分配给第三方的情况下;
- (3) in the event that the Buyer cannot start its business activity or does not wish to go on with its business due to economic condition, failure of business, loss, or any other reasons that can be understood as the Buyer having bought the Said Land for the purpose of speculation; or
在买方不能开始经营或因经济形势因素没有经营的意愿, 经营失败、损失, 或买方以其他可以理解的投资需求已经购买该土地的情况下;
- (4) in a compelling situation where the Buyer buys the Said Land for speculation; or
在买方以明显的投机意愿购买土地的情况下;
- (5) in any event that the Buyer decides to resell the Said Land.
在买方决定转售该土地的任意情况下;

In any event as mentioned above, the Buyer shall give the Seller or the Seller's subsidiary company or both right of first refusal to buy back the Said Land within 90 (ninety) days of written notice from the Buyer. In the case that the Parties cannot settle or agree with the price and/or terms and conditions of the purchase and sale of the Said Land within 90 (ninety) days as specified above, the Buyer is entitled to offer to sell the Said Land to the third party on the condition that the selling price and/or the terms and conditions of the purchase and sale of the Said Land to the third party shall not be better than those offered to the Seller or the Seller's subsidiary company.

在上述提及的任意情况下, 自卖方收到买方的书面通知起 90 天内, 买方将给予卖方或其子公司或二者该土地的优先回购权。当双方不能在 90 天内就该土地的回购价格及或条款达成一致时, 买方即有权将该土地销售给第三方; 且销售给第三方的条款及价格将不

优于销售给卖方或其子公司的条款及价格。

In addition to the above, in the event that the Seller or the Seller's subsidiary company or both knows that the Buyer is under one of the processes as specified above, especially as specified in **Clause 4.5 (4)**, the Buyer agrees that the Seller or the Seller's subsidiary company or both shall have right to exercise its right of first refusal to buy the Said Land without waiting for the notice from the Buyer.

除此之外，在卖方或其子公司或二者得知买方处于上述任意过程中，特别是条款 4.5 (4) 提到的情况，买方同意卖方或其子公司或二者拥有即刻行使优先回购该土地的权利，并不需要等待买方的书面通知。

- 4.6. The Buyer shall construct its factory and operate its business on the Said Land in compliance with all rules, regulations and laws of Thailand as well as the Seller's reasonable rules and regulations attached as **ANNEX II** hereto which rules and regulations shall be applicable to all purchasers of the Land in the Amata City Rayong. It shall not have in its possession in the Said Land any illegal matter or subject.

买方应根据泰国法律及卖方附录 II 的规章管理条例来建造工厂及进行生产。该管理条例对所有卖方(罗勇安美德城公司)的土地购买者均有效。禁止买方在该土地内进行非法事务。

- 4.7. The Buyer agrees to let the Seller or its subsidiary company or both look after and maintain in good condition the common properties and public utilities in the Amata City Rayong and manage the servicing activities of all the infrastructure and utility supply to the Buyer according to the standard of IEAT as mentioned in **Clause 3.14**.

买方同意卖方或其子公司或二者应负责维护公共财产及设施，且同意其根据条款 3.14 所述的工业区管理局之标准向买方提供水电等基础设施。

The Buyer agrees to strictly comply with the rules and regulations for the use of the Said Land and common utilities and facilities and agrees to pay directly to the Seller or its subsidiary company or both for the following service fees at the rate fixed by the IEAT/Seller: maintenance fees, waste water treatment charges, garbage collection & disposal charges, water, electricity and telephone charges, etc. as per **ANNEX III** (Rate of Service Charges) attached hereto and forming an integral part hereof.

买方同意严格遵守相关规章制度以使用该土地内的公有设备以及设施，并同意根据卖方或工业区管理局的费率直接向卖方或其子公司支付以下费用：管理费、废水处理费、垃圾收集和处理费、水费、电费以及电话费等，详情在附件 III（服务费率）中列出（该附件构成本协议的组成部分）。

The Buyer agrees to pay the maintenance fees to the Seller as soon as the Buyer starts construction on the Said Land according to the Seller's/IEAT's rules and regulations, or at the expiry date of 6 (six) months after the Buyer had entered into the Agreement to Purchase and Sell Land whichever is earlier at the rate of charge as mentioned on the ANNEX III.

当买方遵从卖方/IEAT 规章与制度在所述土地上开始建造或该合同签订后满六个月起，以上述时间发生更早的事件为起始，买方即向卖方支付附件 III 所述的维护费。

In the event that the Buyer fails to pay for the said maintenance fee in full to the Seller or its subsidiary company or both after 30 (thirty) days' notice by the Seller or its subsidiary company or both, the Buyer agrees that the Seller or its subsidiary company or both is entitled to block the entrance and exit to and from the Said Land and stop providing services and all other utility supplies to the Buyer without any liability for any damages including civil actions or criminal offences all of the rights to which are hereby waived by the Buyer.

在买方自收到卖方或其子公司或二者的通知后 30 天内未能向其支付全额应付维护费，买方同意卖方或其子公司或二者依法关闭该土地连接外部的出入口，并停止提供服务及其他配套设施，且享有不承担任何由此给买方造成的损失包括民事、刑事责任在内的豁免权。

Besides the Buyer agrees to pay for the additional maintenance cost to the Janitorial Contractor at a reasonable rate with the consent of the Buyer in order to keep the Said Land clear of all weeds during the period of time the Said Land has not been put to its intended use as factory site. Alternatively, the Buyer has the option of hiring its own chosen contractor to perform the weed-clearing work on the Said Land within 30 (thirty) days of the written notice from the Seller.

另外，在该土地尚未作为工厂正式投入使用前，买方同意按合理的价格向卖方的清洁管理承包商支付额外的杂草清除维护费用。买方经卖方书面同意后三十日内，亦可自行雇佣承包商对该土地进行杂草清除。

- 4.8. The Buyer intends and expects to commence construction of its factory by July 2024 to complete the construction and commence the production by July 2025.

买方计划于 2024 年 7 月开始工厂营建，并于 2025 年 7 月完成建筑、开始生产。

- 4.9. In the event that when the title to the Said Land is ready for the transfer to the Buyer, the Buyer agrees to make the last payment of the land price as mentioned in **Clause 2** to the Seller within 30 (thirty) days' when receiving the notice of the Seller.

如果地契已经准备好进行转让，买方同意在收到卖方书面通知后 30 天内付清条款 2 中的最后一笔款项。

In the event that when the Seller is ready to transfer the title to the Buyer, but the Buyer is not ready for the registration of title transfer or the Buyer has not applied the application for the Land Use License (IEAT 01/2) and for the license to own the land (IEAT S.15) with IEAT, the Buyer agrees to pay the remaining balance of land price as per **Clause 2** to the Seller within 30 (thirty) days' notice by the Seller.

如果卖方已经准备好进行土地转让，但买方尚未准备好进行土地受让登记，或者买方尚未向工业区管理局申请土地使用证（IEAT 01/2）及土地拥有权状（IEAT S.15），买方应仍在收到卖方土地转让书面通知后 30 天内付清条款 2 中的最后一笔款。

With all the payments made, the Buyer will become the rightful owner of the Said Land which will be transferred to the Buyer within 1 (one) week when the Buyer is ready for the transfer of the Said Land.

当买方付清所有款项，买方即为该土地的合法拥有方，该土地在买方准备好受让手续后一周内过户给买方。

- 4.10. **The Buyer will be responsible in preparing the ground water storage tank in the Said Land with the capacity for 2 (two) days use as reserve for the use in case IEAT / Seller has to improve or repair the water supply system.**

买方应在该土地上准备一个蓄水池，贮存工厂两天的储备水，以防工业区管理局/卖方维护、修缮供水系统。

- 4.11. The Buyer agrees to allow the Seller or its subsidiary or both to submit the application for the supply of water, electricity and telephone to the authorities concerned on behalf of the Buyer. Any excess quantity of utilities to be provided to the Buyer as specified in the Agreement must obtain the Seller's prior written consent.

买方允许卖方或其子公司或二者代表买方公司递交水、电、电话申请。超出卖方标准供应的水电等需求，买方应事先征得卖方的书面允许。

- 4.12. The Buyer agrees to build the retaining wall to enable the Buyer to construct the fence on Said Land boundary adjoining the public canal or road or outside area with lower land surface level than the Said Land at the Buyer's expense. The design of the fences must be in conformity with the design stipulated by the Seller (approved by IEAT).

买方同意修建挡土墙，以使买方能够在毗邻公共渠道或道路的所述土地边界上，或在地表标高低于所述土地的外部区域修建围栏进行施工但相关费用须由买方承担。围栏设计须与工业区管理局认可的卖方标准一致。

The Buyer also agrees to construct the building at least 10 (ten) meters or such longer distance as may required by the IEAT away from the facing the main road(s) passing the Said Land for the purpose of preparing landscape and garden at the front of the Said Land by the Buyer, and such construction shall comply with the regulations and rules of IEAT concerning the factory construction.

买方同意根据工业区管理局标准，在面临经过该土地的主干道或绿化带的围栏后至 10 米或更长的距离开始建筑，以便买方在所述土地前沿准备景观和花园造型。工厂建筑也应符合工业区管理局所制定的工厂建筑标准。

The Buyer also agrees that if the Buyer builds the parking lot, it will be constructed along either side of the neighbour's fences, not at the front fence facing the road.

买方同意在工厂两边，而非在工厂前面，即与主干道相邻的一边建造停车场。

- 4.13. The Buyer agrees not to park any vehicles outside the Said Land.

买方同意不在该土地外的地方停车。

- 4.14. The Buyer will sign the Memorandum of Agreement (Re: General Criteria for Construction Contractor) with the Seller before the commencement of the construction work substantially in the form attached hereto (hereinafter referred as ANNEX VI).

买方在开始建筑前应与卖方签订备忘录（即附件 6：营建商营造标准）。

- 4.15. The Buyer will submit the plan, drawings, specification and details for construction of joining road into the Said Land, especially such part or parts which may have an impact on public facilities and utilities, e.g. trees, turf, foot-path, gutter, sewage, manhole, electricity/telephone pole and cable, etc. for written approval from the Seller prior to commencement of the construction work.

买方应递交该土地内进出道路的设计、图纸、参数等细节，特别是进出道路会影响到树、草皮、走道、排水沟、下水道、井盖、电线、电话线等公共设施时，并在开始建筑前得到卖方的书面允许。

In case approval is obtained from the Seller, the Buyer agrees to compensate the Seller for any cost incurred due to the construction of the joining road. Regarding the removal and replantation of the trees, the Buyer agrees not to remove the trees by itself and will give the Seller not less than 30 (thirty) days' notice in writing to request the removal and replantation of the trees by the Seller from the proposed area for joining road at the expense of the Buyer.

如若获得了卖方的允许，买方同意赔偿因进出道路建筑而造成卖方的损失。如果需要移除/移植树木，买方应提前 30 天提交书面通知

卖方，由卖方来进行移除/移植树木，买方应负责相关费用。

Right after the construction of the Buyer's factory on the Said Land, the Buyer agrees to be responsible for improving the grass area, the manholes and open ditch or growing new grass, trees as specified by the Seller in the area between the Buyer's front boundary facing the road (s) and the public side walk which have been damaged during the Buyer's construction to restore such area to the same condition as before its factory construction.

在买方工厂建筑完成后，买方应修复由于建筑而造成的卖方的公共设施损坏（草皮、井盖、明沟、树木、该土地所面临的主干道及人行道），以将该区域恢复至其工厂建造前的状态。

- 4.16. The Buyer agrees to use the service of the Seller for disposal of the non-toxic solid waste and pay the service charge to the Seller according to the rate fixed by the Seller /IEAT.

买方同意使用卖方提供的非有毒固体废物处理服务，并按卖方或工业区管理局规定的费用支付给卖方。

- 4.17. The Buyer shall construct its fence(s) in compliance with the standard set out by the Seller as shown in ANNEX VII.

买方承诺建筑围墙的标准必须与卖方设定的标准（即附件7）保持一致。

- 4.18. The Buyer shall comply with measures of monitoring the environmental quality of Amata City Rayong which specify that any factories having chemical wastewater pre-treatment must have a retention tank or holding pond to store treated water with a capacity of at least 1 (one) day for monitoring wastewater quality before discharging to central wastewater treatment plant.

买方应遵守罗勇安美德城所规定的环境质量监测规则，任何进行化学废水预处理的工厂都必须有一个蓄水池或暂存池，用于储存处理后的水，其容量至少为1（一）天，以便在将废水排入中央废水处理厂之前监测废水质量。

- 4.19. The Buyer must discharge its wastewater into the central sewage system only. The quality of the wastewater must be in accordance with the specifications in INDUSTRIAL ESTATE STANDARD LEVELS FOR EFFLUENT DISCHARGING TO CENTRAL WASTEWATER TREATMENT PLANT and any new specifications to be in enforce in the future. Current specifications are shown in ANNEX V. In order for the Seller/its subsidiary company/IEAT to check the wastewater's quality, a sampling pit has to be made within the Buyer's area by the Buyer. The Buyer must treat the wastewater before effluent discharging to the central sewage system if the quality of the wastewater does not meet the said standard.

买方必须并只能将废水排放至中央污水处理厂。废水必须按照工业

园中央污水处理厂现行标准以及将来执行的新标准进行排放，现行标准见附件 5 中的《工业园中央污水处理厂接收污水标准》。为方便卖方或其子公司或工业区管理局检测废水质量，买方需要在该土地设立一个取样点。如果废水质量不达上述标准，买方须在排放至中央污水处理厂前进行废水处理。

If the Buyer's disposal of its wastewater is not in compliance with the standard as set out in ANNEX V into the central sewage system or disposed of its wastewater into the public canal or dump it illegally, the Seller or its subsidiary or both shall have right to stop providing water, utility supplies and any other services to the Buyer immediately without any liability for any damages including civil actions or criminal offences all of the rights to which are hereby waived by Buyer.

如果买方排放不达上述附件 5 中的标准的废水至中央污水处理厂或非法丢弃至其他公共河道、蓄水池，卖方应给予买方合理期限进行整改，经整改仍未达标的，卖方或其子公司依法立即停止向买方提供供水、电或其他服务，并且享有不承担因此而造成的任何损失包括民事、刑事责任的豁免权。

Upon the exercise of the Seller's right as specified above, the Seller or its subsidiary or both shall be entitled to claim for any other damages from the Buyer.

在卖方行使上述权利时，卖方或其子公司或二者受到任何由买方造成的损失，则有权向买方索赔。

The Buyer shall not permit any objectionable or unpleasant odors or other pollution to emanate from the Said Land that would annoy or interfere any other tenant of the property. In case that the Buyer received any complaints, the Buyer will immediately stop the machine to solve the problem. The Buyer waives all claims against the Seller and/or its subsidiary or affiliated company regardless of the cause of being shut down the factory because of air pollution from industrial processes.

买方不得产生任何令人反感或不愉快的气味或其他污染从该土地中散发出来影响到周边的用户。如买方收到任何投诉，应立即停产整顿。买方放弃对卖方和/或其子公司或关联公司追溯因生产过程中产生的空气污染而不得不停产整顿所产生的所有索赔。

- 4.20. The Buyer agrees to let the Seller, or its subsidiary company, or any utility suppliers or service providers or all that obtain the Seller's prior written consent to install utility supply systems or pipes under/on the sidewalk of the road in front of the Said Land so that land users may benefit from such services, facilities and utility supplies. Such utility supply systems include natural gas pipeline, industrial gas pipeline, steam pipeline, high voltage electricity transmission line network or any other necessary utility and facility supply system and network.
- 买方同意让卖方或其子公司或任何基础设施供应商或服务商在获得

卖方书面许可后在该土地前的公路人行道上/下安装基础设施或管道，从而使土地使用者可从相应的服务、设施或基础设施供应中获得便利，例如包含天然气管道、工业气体管道、蒸汽管道、高压电传输线或其他任何必要的公共基础设施系统或网络等。

- 4.21. In order to have a systematic address for all factories in Amata City Rayong, the Buyer agrees to use the following address in their letter head and name card:-

为了对罗勇安美德城工业园内的工厂进行系统化的地址管理，买方同意在信件抬头及名片上使用以下的地址格式：

[Company Name]
Amata City Rayong
No.....Road/Soi.....
A.....
Rayong [post code].

5. Notice 通知

Any notice to be given hereunder shall be given in writing and delivered personally or by registered or certified mail, postage prepaid, or telephone or telefax as follows:

任何通知应使用书面通知，并通过人工递送、挂号信、保付邮资邮件、电话、传真等方式，双方联系方式如下：

If to the Seller:

AMATA CITY RAYONG CO., LTD.

Amata City Rayong
7 Highway 331, Km. 39,
A. Sriracha,
Chonburi 20230
Attention: Mr. Osamu Sudo
Telephone: (66 38) 497-007
Telefax: (66 38) 497-000
E-mail: sudo@amata.com

If to the Buyer:

X.J. ELECTRICS (THAILAND) COMPANY LIMITED

65, Soi Paknamkrajomthong 39, Bangphrom,
Talingchan, Bangkok 10170
Attention: Mrs. YiHong Liang
Telephone: (0086) 134 1753 4617
E-mail: xxxxxxxxxxxxxxxxxxxxxx

6. Termination

合同终止

- 6.1. Unless otherwise mutually agreed, if the Seller breaches any representation, warranty, covenant, term or condition hereof, the Buyer shall have the right at its option to enforce this Agreement and demand performance in accordance with the terms hereof or to terminate this Agreement provided that the Buyer has given written notice to the Seller of such failure and/or default and provided that the Seller has an opportunity to remedy the same for a period of not less than 30 (thirty) days from the date of receipt of such notice. If the period as specified in the notice lapsed and such failure or default continues unremedied and if the Agreement is terminated, then the Seller shall refund to the Buyer each payment of the purchase price made by the Buyer hereunder together with interest at the rate of MOR + 3% (Minimum Overdraft Rate quoted by Kasikorn Bank Public Co., Ltd. plus three percent per annum) from the date of receipt of each payment from the Buyer within 60 (sixty) days from the date of receipt of the Buyer's termination notice.

除非双方另有约定，卖方如若违反本协议的陈述、保证、约定、条款或条件，买方有权单方面要求强制执行本协议或履行本协议下的义务。在收到买方发出的未履行或不履行义务书面通知书后 30 天内卖方有机会采取补救措施但仍未行动，买方有权终止协议，卖方应将买方所付各期土地款退还给买方，并按照 MOR+3% 的利率（最小透支利率参照 Kasikorn 银行标准）赔付损失，利息计算自各期付款收款之日起至收悉买方书面通知终止协议后 60 天。

The above compensations are exclusive and are in lieu of all other remedies and damages. The Seller shall not be liable for any other remedy including, but not limited to, liability for direct, consequential, indirect, special or incidental damages or losses, any right to which the Buyer hereby specifically disclaims.

卖方除了以上赔偿外，将不负责除此之外的任何损失。买方特此声明，卖方不承担买方任何直接或间接、特别或附带的损害或损失。

- 6.2. If the Buyer fails to make any payments of the purchase price on the due date as stated in **Clause 2**, the Seller shall be entitled to charge interest on the overdue payments without giving written notice to the Buyer at the rate of MOR. +3% (Minimum Overdraft Rate quoted by Kasikorn Bank Public Co., Ltd. plus three percent per annum) on each due date up to the date when each overdue payment has been received by the Seller or up to the date when this Agreement has been terminated by the Seller due to the failure of making the payment of the purchase price on the due date. 如果买方未能根据条款 2 按时付款，卖方有权在无书面通知买方的情况下每日对延期付款部分收取利息，利息率为 MOR+3%（最小透支利率参照 Kasikorn 银行标准），直至买方缴纳之日，或者直至卖

方因买方的此过失而终止合同之日。

If the Buyer fails to make any payments of the purchase price on the due date as stated in **Clause 2** or fails to register acceptance of transfer of title of the Said Land or defaults in its performance of any provisions hereunder, then after the Seller has given written notice to the Buyer of such failure and provided the Buyer has opportunity to remedy the same within a period of not less than 30 (thirty) days from the date of receipt of such notice and the failure continues unremedied, the Seller shall be entitled to terminate this Agreement by written notice to the Buyer. In the event of termination of this Agreement by the Seller because of the Buyer's fault, all the payments made by the Buyer to the Seller shall be forfeited and retained by the Seller; besides the title to and ownership of all construction, improvements and materials made or brought into the Said Land by the Buyer shall be automatically passed to the Seller, or the Buyer has the option to remove all the buildings, structures, equipment and materials from the Said Land and improve the surface of the Said Land to the former good condition as before within 90 (ninety) days from the date of termination at the expense of the Buyer. Then the Seller hereby waives all rights and entitlements to demand or claim for any other compensation whatsoever.

如果买方未能按照条款2按时付款，或者未登记接受土地过户，或者未履行协议规定的任何义务，在收到卖方书面通知后30天内未能采取补救措施，仍未履行义务，卖方应有权在书面通知买方后终止该协议。如果由于买方过失而导致合同终止，买方已经支付给卖方的土地款可被没收，此外，该土地上的建筑、改造和材料等将转入卖方名下，或者买方有权移出该土地上的所有建筑、结构、设备及材料，并于合同终止后90天内将该土地恢复成建造前状态，费用由买方承担。卖方将放弃索要或要求其它补偿的权利和权益。

The above compensations are exclusive and are in lieu of all other remedies and damages. The Buyer shall not be liable for any other remedy including, but not limited to, liability for direct, consequential, indirect, special or incidental damages or losses, any right to which the Seller hereby specifically disclaims.

买方除了以上赔偿外，将不负责除此之外的任何损失。卖方特此声明，买方不承担买卖双方任何直接或间接、特别或附带的损害或损失。

- 6.3. No party hereto shall be liable to the other party for loss, injury, delay, damages or other casualty suffered or incurred by the other party due to government approvals or regulations or directions, outbreak of a state of emergency, act of God, war, warlike hostilities, civil commotions, riots, epidemics, storms, fires, strikes, lockouts, and any other similar causes beyond the reasonable control of the either party whose performance is affected by such causes.

任何一方不对另一方由于政府审批、规定，指令，紧急状态的暴

发，不可抗力，战争，有战争危险的敌对状态，内乱，骚乱，流行病，风暴，火灾，罢工，封锁，以及其他类似的超出双方正常控制的原因而造成的损失、破坏、伤害、延误等负责。

7. Confidentiality

保密条款

Each Party shall keep the terms, conditions, provisions and information (hereinafter called the "Information") herein contained in strictly confidential, and shall not divulge or disclose the Information or make it available to any other person without prior written consent of the other party.

每一方应使得本协议相关的条款、条件、规定和信息（以下简称“信息”）处于严格保密状态，未经一方事先书面同意，另一方不得泄露或披露信息或将其提供给其他人。

Each Party undertakes to incur any liability, damages, loss, cost or expenses (including, without limitation, loss of profit, loss of opportunity, legal fees, costs and expenses) (hereinafter called the "Loss") arising out of the breach of the provision of this Clause, the defaulting party shall pay to the other party on demand an amount equal to such Loss.

各方承诺，因违反本条款规定而产生的任何责任、损害、损失、成本或费用（包括但不限于利润损失、机会损失、法律费用、成本和费用）（以下简称“损失”），违约方应按要求向另一方支付与该损失相等的金额。

8. Governing Law and Language

适用法律和语言

8.1. The English language shall control the interpretation and construction of this Agreement and all the annexes attached hereto. The English language shall be used in all transactions and notices between the parties. This Agreement shall be governed by the laws of Thailand and shall be binding upon the parties hereto and their respective successors and assignees.

本协议以及本协议所附的所有附件的解释以英文为主，协议双方所有交易及通知也应以英文进行。本协议由泰国法律管辖，对协议双方及其各自的承继人和受让人具有约束力。

8.2. Unless otherwise agreed upon in this Agreement, this Agreement may not be assigned by the Seller or the Buyer without the prior written consents of the other party hereto; and may not be modified, amended, or otherwise altered except in a writing signed by both parties hereto.

除非本协议中另指出，否则买卖双方在未经书面通知对方的情况下不得转让本协议。除非协议双方签字同意，本协议不得修改、变更或篡改。

8.3. The failure by any party to enforce any provision of this Agreement shall

not be construed to be a waiver of such provision or of its right thereafter to enforce the same, and no waiver of breach shall be construed as an agreement to waive any subsequent breach of the same or other provisions.

任何一方未履行本协议的任何条款不应视作对该条款或执行该条款权利的放弃，对条款违约放弃追究责任并不应视作同意放弃追究对同一条款或其它任何条款违约的责任。

- 8.4. In the event any party is required to legally enforce the other party to implement this Agreement, both parties agree to submit the case to the Civil Court in Bangkok Metropolis whereby the responsible party shall fully absorb the cost of legal fees, court fees and all other bona fide expenses that the other party has incurred thereby.

协议的任何一方如要求依法强制另一方执行本协议，协议双方应同意递呈曼谷民事法庭，败诉方应依法承担相关费用。

This Agreement supersedes all prior verbal and written communication, commitment, agreements except as provided herein. All annexes to this Agreement are an integral part of this Agreement.

本协议取代所有先前的口头或书面协商、协议或承诺。本协议所有附件都是本协议不可分割的一部分。

This Agreement is executed in duplicate with identical wording. Both parties have read its contents hereof, have fully understood and admit to be in compliance with their intention.

本协议一式两份，每份具有同等法律效力，合同条款为合同各方的意愿表现。

IN WITNESS WHEREOF, the parties have executed the Agreement in the presence of witnesses at the place and dated stated here above.
本协议在见证人见证下自签约地点及时间起生效。

Seller: **AMATA CITY RAYONG
COMPANY LIMITED**
บริษัท อมตะซิตี้ ระยอง จำกัด

**AMATA CITY RAYONG
COMPANY LIMITED**




Buyer: **X.J. ELECTRICS (THAILAND)
COMPANY LIMITED**

By 
(Mr. Chackchai Panichapat)
Director

By 
(Mr. Pan Guang She)
Director

By 
(Mr. Satha Vanalabh-patana)
Director

By  Witness
(Mr. Osamu Sudo)
Acting Chief Marketing Officer

By  Witness
(Mrs. Ji Ying)

Road No. 331.

Chonburi.3065
Map-Yang-Phon - Phusai

Now 2 lanes road at 8 meters wide.
Future expansion possibility 4 lanes road around 14 meters wide.



Rural road.(33/6)

Now 2 lanes road at 8 meters wide.
Future expansion possibility 4 lanes road around 14 meters wide.

Note: The shape and dimension is subject to change and cannot be used for layout design.

1 Rai = 1,600 m²



AMATA
CITY RAYONG

Note: The shape and dimension is subject to change and cannot be used for layout design. 1 Rai = 1,600 m²

AC566

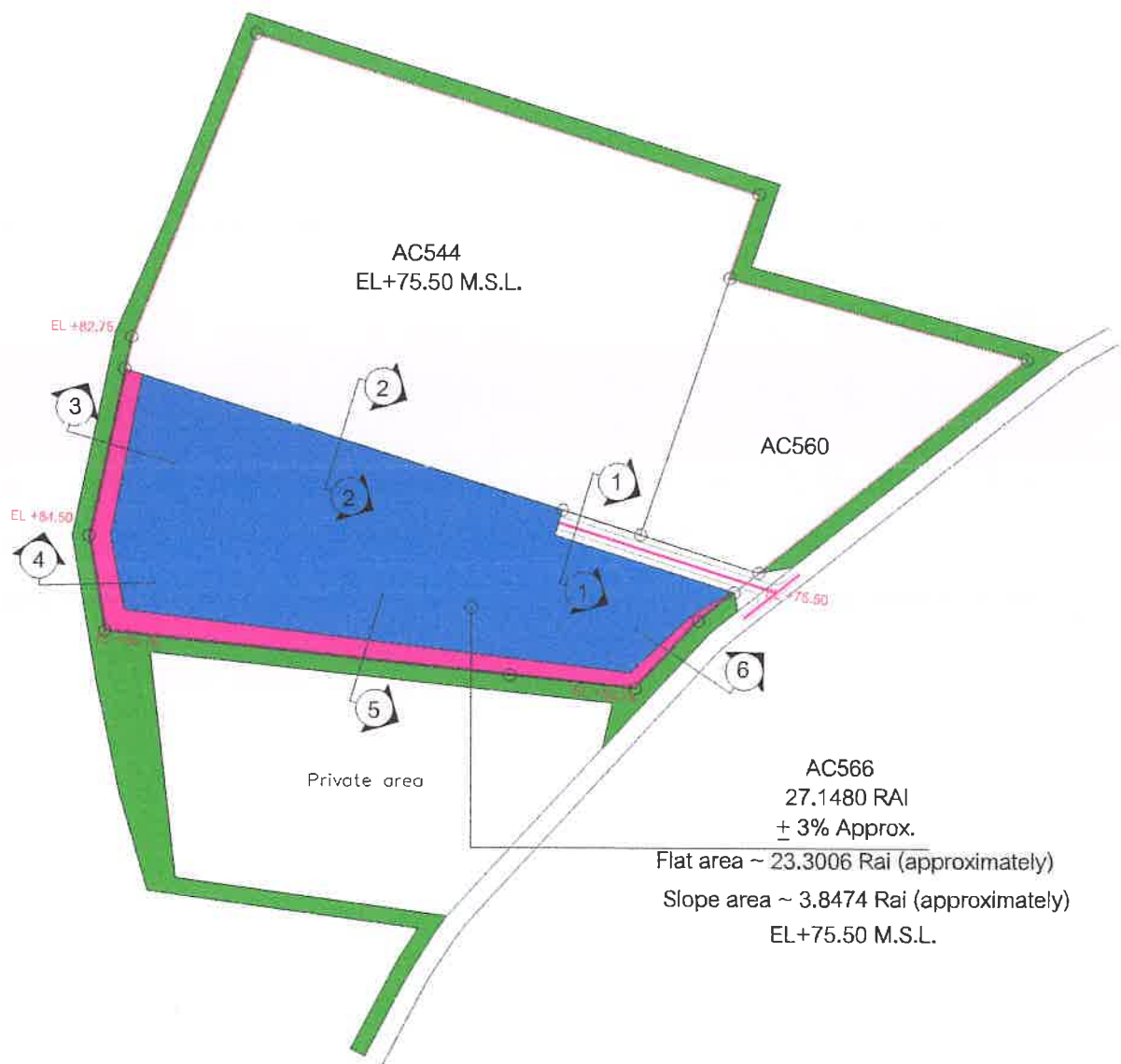
For. Marketing

Drawn. : Rangsit M.

Revision : 21/05/2024

Note: The shape and dimension is subject to change and cannot be used for layout design.

1 Rai = 1,600 m²



AMATA
CITY RAYONG

Note: The shape and dimension is subject to change and cannot be used for layout design. 1 Rai = 1,600 m²

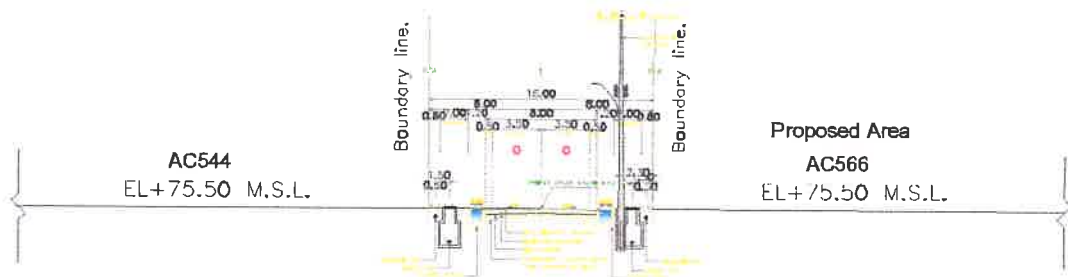
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For.Marketing

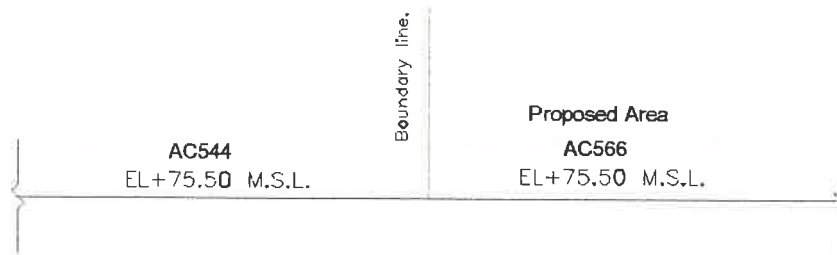
Drawn. : Rangsit M.

Revision : 21/05/2024

1 Rai = 1,600 m²



Section 1 - 1



Section 2 - 2

CITY RAYONG

Note: The shape and dimension is subject to change and cannot be used for layout design. $1 \text{ Rai} = 1,600 \text{ m}^2$

For Marketing

Drawn. : Rangsit M.

Note: The shape and dimension is subject to change and cannot be used for layout design.

1 Rai = 1,600 m²



Section 3 - 3



Section 4 - 4

AMATA

CITY RAYONG

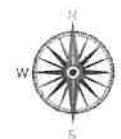
Note: The shape and dimension is subject to change and cannot be used for layout design. 1 Rai = 1,600 m²

For Marketing

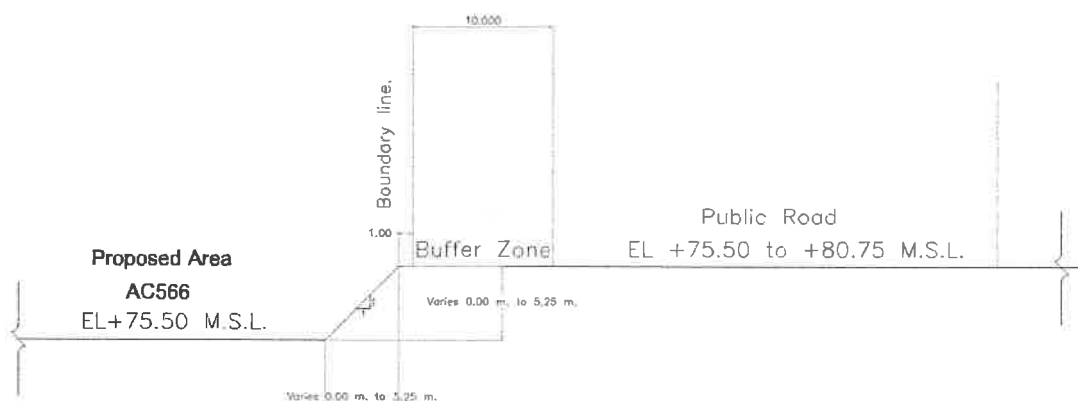
Drawn. : Rangsit M.

Note: The shape and dimension is subject to change and cannot be used for layout design.

1 Rai = 1,600 m²



Section 5 - 5



Section 6 - 6

AMATA
CITY RAYONG

Note: The shape and dimension is subject to change and cannot be used for layout design. 1 Rai = 1,600 m²

For Marketing

Drawn. : Rangsit M.

ANNEX II

RULES AND REGULATIONS FOR USE OF PROPERTY

物业使用使用规章与制度

1. In these Rules and Regulations:

规章与制度如下:

- (a) “AMATA CITY RAYONG” means AMATA CITY RAYONG CO., LTD., the owner and developer of the Amata City Rayong.
“罗勇安美德城公司”意指安罗勇美德城有限公司,罗勇安美德城的拥有者与开发者。
- (b) “AMATA CITY RAYONG PROJECT” means the industrial estate project owned and developed by AMATA CITY located at 331 Highway, KM. 39, Tambon Bowin - Sriracha District, Chonburi Province and, Tambon Mab Yang Porn - Pluak Daeng District, Rayong Province.
“罗勇安美德城项目”意指安美德城所有和开发的工业地产项目,位于 331 Highway, KM. 39, Tambol Bowin – Sriracha 区, 春武里府以及 Tambol Mab Yang Porn - Pluak Daeng 区, 罗勇府。
- (c) “Common Property” means the land, roads, walk ways, sewage and drainage system, infrastructure, pipelines, conducts, cables, wires, post and other facilities intended for use in common by all land users.
“公共财产”意指提供给所有土地使用者公共使用的土地、道路、人行道、排水排污系统、基础设施、管道、沟渠、线缆、邮筒及其他设施。
- (d) “Land User” means **X.J. ELECTRICS (THAILAND) COMPANY LIMITED**, the Buyer of the Private Property.
“土地使用人”意指私人物业的买方, 即香江电器(泰国)有限公司
- (e) “Private Property” means the land including structures constructed or to be constructed there on which the Land User purchased from AMATA CITY RAYONG under the Agreement to Purchase and Sell Land dated **31 August 2024**.
“私人物业”意指土地使用人在土地买卖协议之日(2024年8月31日)起,自罗勇安美德城公司处购买的包括已经建造或将要建造建筑物的土地。
- (f) “Factory” means one or more buildings or structures to be constructed on the Private Property by the Land User for storage, manufacturing, assembling, packing, repairing, maintaining, testing or adjusting of any things whatsoever of an industrial nature.
“工厂”意指土地使用人在私人物业上建造的一座或多座建筑物或

构筑物, 用于贮藏、制造、装配、装箱、修理、维护、测试或调整任何工业性质的物品。

2. In order that land development work under the Amata City Rayong Project may be carried out in the most appropriate manner and in order that the buyers and lessee of all plots of land may use their land in the correct manner and not for other purposes which may cause adjacent land to depreciate in value, the Land User agrees to strictly comply with the following Rules and Regulations:

为了使罗勇安美德城项目内的土地开发工作能以最适当的方式进行,为了使土地的买方与租户能以正确的方式使用土地,而不能有其他可能使相邻土地贬值的目的,土地使用人必须严格遵守以下规章与制度:

- (a) The Private Property shall not be used for any purpose other than for the construction and operation of Factory, and in particular shall not be used for dwelling purposes. Following completion of construction of the Factory no new structure (permanent or temporary) may be erected on the Private Property, nor any change may be made in the structure of existing Factory without the prior written approval of IEAT and notice to AMATA CITY RAYONG.

私人物业不能有建造和运营工厂之外的其它任何目的,特别是作为居住使用为目的。在对私人物业上的工厂进行完善过程中,不能建造新的建筑(永久性的或临时性的),在事先未获得 IEAT 的书面确认和罗勇安美德城公司的通知之前,对已存在工厂的结构不能做任何改变。

- (b) Land User must not make holes or puddles or lowlands by digging in their occupied land unless there is a technical need, and prior written permission has been obtained from the AMATA CITY RAYONG in order to do so.

土地使用人不能在其占有的土地上挖洞,坑或者低地,除非是技术需要,并事先获得来自罗勇安美德城公司的书面允许。

- (c) The Factory shall be operated only in accordance with standards laid down in the Factories Act. B.E. 2535 and other relevant legislations and regulations stipulated by the IEAT and other government authorities concerned.

工厂的运作必须与 泰国《工厂法》(Factories Act. B.E. 2535) 的标准和 IEAT 与其它政府当局所考虑到的相关法规和管理规定保持一致。

- (d) The building construction in the industrial area must comply with the rules and regulations of the Industrial Estate Authority of Thailand.

对于工业园区内建筑物的建造必须遵守泰国工业区管理局(IEAT)的规章与制度。

- (e) Land User agrees to construct a permanent drainage system along and within the boundary of the Said Land within 1 month after the Execution

Date. The design of the permanent drainage system will be agreed upon by Land User and Amata City Rayong. The design and construction of the drainage system will be at the sole expense of Land User. The specifications and the structure of such drainage system will be under an accepted engineering standard. Land User shall keep the drainage system within the Said Land in good and efficient condition at all times.

土地使用人同意在该协议执行之日起一个月内在该土地界线内建造永久排水系统。永久排水系统的设计应得到土地使用人和罗勇安美德城共同许可，且设计和建造费用由土地使用人承担。上述排水系统的规格和构造必须符合工程标准。土地使用人应一直保持该排水系统处于良好状况并有效使用。

- (f) In the event the Land User wants to modify the slope area within the boundary of the Said Land, Land User shall submit the drawing, specifications and details of construction for prior written approval from Amata City Rayong and IEAT.

在土地使用人希望修整该土地界线内的斜坡的情况下，应在施工前向罗勇安美德城公司及工业区管理局递交详细图纸设计、规格及细节并得到两方的书面许可。

- (g) The Land User agrees to take care of all kinds of wastes from their factory by separating all the wastes into: toxic waste; waste from canteen; wood/metal/glass waste; and other general waste. The Land User will be responsible for disposing of the toxic waste by the Land User in compliance with the Factory Acts. BE 2535, Announcement No. 25, dated 3rd August, BE 2531 by the Minister of Industry. The waste from canteen and wood/metal/glass waste will be sold to the outsider by the Land User. And the other general waste will be properly separated and kept in the garbage bin and will be collected by AMATA CITY RAYONG/IEAT at the expense of the Land User, the rate of which will be fixed by AMATA CITY RAYONG/IEAT.

土地使用人同意处理来自其工厂的所有废料,并将所有废料分为:有毒废料、餐室废料、木材/金属/玻璃废料,以及其它普通废料。根据 Factory Acts. BE 2535, 工业部长于 8 月 3 日发布的第 25 号公告和 BE 2531,土地使用人将对销毁有毒废料负责。餐室废料和木材/金属/玻璃废料将由土地使用人出售给外来人员。其它普通废料将被适当地分离并被存放在垃圾箱内,在土地使用人支付费用后由罗勇安美德城公司/工业区管理局收集,价格将由罗勇安美德城公司/工业区管理局决定。

- (h) **No animal shall be kept upon the Private Property** other than that may be required for research purpose.

私人物业中不能饲养任何动物,除非申请作为研究用途。

- (i) Without the prior written consent of AMATA CITY RAYONG, no sign or other advertising device shall be placed upon the Private Property.

AMATA CITY RAYONG shall not, however, unreasonably withhold its consent in case of a sign of reasonable dimension advertising the name and business of the Land User.

除非事先获得罗勇安美德城公司书面同意，私人物业上不能摆放任何标志或广告设计。假如土地使用人合理地使用标志与广告尺寸介绍其名字和商业事务，罗勇安美德城公司不得无理拒绝。

- (j) Without the prior written consent of AMATA CITY RAYONG, the Private Property shall not be split, divided or sub-divided for sale, resale, gift, transfer or otherwise, and AMATA CITY RAYONG will not give such consent unless and until the transferee of the Private Property to be so split, divided or sub-divided for sale, resale, gift, transfer or otherwise shall have agreed to assume all rights, duties, liabilities and obligations of the transferor at time transfer is effected.

尚未获得罗勇安美德城公司书面同意的情况下，该私人物业不能为了销售、转售、赠送、转让或其它目的而被分离、分拆或再划分；罗勇安美德城公司将不会给予此类同意，除非和直到此项将因销售、转售、赠送、转让或其它目的而被分离、分拆或再划分的私人物业的受让人自转让生效起，同意承担转让人的所有权利、责任、义务和职责。

- (k) The Land User will not make any private exit from the Land User's land to the outside of the Industries Estate.

土地使用人将不能在其使用的土地上建造至园区外的任何私用出口。

- (l) Land User will maintain and keep the garden, lawn, ground, fence, roof and exterior walls of the Factory building of the Private Property in a clean and good order; dark color, reflective color or striking color is restricted from applying on the exterior walls of Factory building; the Land User will pay for the maintenance cost to the janitorial contractor at a reasonable rate with the consent of the Land User in order to keep the Said Land clear of all weeds during the period of time that the Said Land has not been put to its intended use as factory site. Alternatively, the Land User has the option of hiring its own chosen contractor to perform the weed-clearing work on the Said Land within 30 days upon receipt of the written notice from the AMATA CITY RAYONG.

土地使用人将维护和保持私人物业的花园、草坪、地面、栅栏、屋顶和工厂建筑物外墙整洁良好的情况，深色、反射性颜色或显著性颜色在申请工厂建筑物外墙颜色时会受到限制，为了保持上述土地在还未作为工厂地点使用之前的除草整洁，在土地使用人同意之后，土地使用人将对清洁管理承包商支付合理的维护费用。或者，自收到罗勇安美德城公司书面收据 30 日之内，土地使用人可以自己雇用管理员对上述土地进行除草工作。

- (m) The Factory shall not be operated so as to cause excessive noise, vibration, smell, fumes, vapor, smoke, soot ash, dust or grit to a level

deemed excessive by the IEAT or AMATA CITY RAYONG or both at their absolute discretion so that it may not cause trouble or health hazard to workers and neighbors.

工厂运转不能造成超过 IEAT 或罗勇安美德城公司或二者的绝对等级标准的极度噪声震动, 气味, 气体, 蒸气, 烟雾, 烟灰, 尘土或沙粒, 以免对工人和邻居造成困扰或健康危险。

- (n) The Land User will not throw any waste to the outside area adjoining the Land User's land boundary.

土地使用人不能将任何废物扔在土地之外的土地分界线附近。

3. These Rules and Regulations are made in duplicate, one copy to be retained by each of the parties respectively.

以上规章和制度一式两份, 合同各方各保留一份。

ANNEX III

RATE OF SERVICE CHARGES

服务收费价格

The Buyer agrees to pay for the following service charges:-

买方同意支付以下服务费用:

ELECTRICITY: Refer to the electricity rate of installation cost and service charges of the Provincial Electricity Authority (PEA) or service charge approved by the authorities concerned. In addition, the compensation of the investment in power substation or power plant for the excess of the power allocation will be paid by the Buyer to the Seller as per **Clause 3.12** of the Agreement to Purchase and Sell Land.

电力: 参照地方电力局(PEA) 关于安装费和服务收费的价格或经过地方电力局或相关机构确认的电费价格。买方如需电力增容, 须在地契转让前或在卖方向地方电力局递交电力增容申请前按土地买卖协议中条款 3.12 向卖方支付电力增容费。

WATER SUPPLY: The Buyer agrees to pay the water consumption charges to the Seller or its subsidiary company at the rate charge fixed by the Seller or its subsidiary company or both.

水源供给: 买方同意根据卖方或其子公司或二者确定的价格向卖方或其子公司支付水费。

TELEPHONE: The Buyer will pay for the installation cost and fees officially charged by the NATIONAL TELECOM PUBLIC COMPANY LIMITED (NT) in accordance with the number of telephone lines initially provided by the Seller as per **Clause 3.11** of the Agreement to Purchase and Sell Land. The monthly service charge will be fixed by the NT.

电话: 买方向国家电信公共有限公司 (NT) 支付根据土地买卖协议条款 3.11 约定的安装费及每月电话费。每月收费标准则由国家电信公共有限公司制定。

WASTE WATER TREATMENT: Use IEAT's formula. Volume of waste water is 80% of water consumed. According to levels of BOD, the fees can be different.

废水处理: 使用 IEAT 计算公式。废水体积的 80% 会被消耗。根据 BOD 等级, 处理费用会有所不同。

The Buyer will commence paying the waste water treatment cost to the Seller or its subsidiary company right after the Buyer starts using water.

当买方开始用水时, 买方即开始向卖方或其子公司支付废水处理费用。

GARBAGE COLLECTION & DISPOSAL: The Buyer will pay the service charge for the collection and disposal of non-toxic solid waste to the Seller or its subsidiary company at the rate to be fixed by the Seller or its subsidiary company.

废品收集&处理: 买方须根据卖方或其子公司确定的价格向卖方或其子公司支付收集和处理无毒固体废品的服务费用。

TOXIC WASTE: To be treated and disposed of by the Buyer in compliance with the Government and IEAT regulations.

有毒废品: 由买方遵从政府和 IEAT 法令规则进行处理和销毁。

MAINTENANCE COST: The Buyer agrees to pay the monthly maintenance charge for maintaining the common area, i.e. public security, road cleaning, gardens, public lighting and drainage system. The current rate of charge is at Baht 1,100.-per rai per month.

维护费用: 买方同意每月支付用于维护公共区域的管理费, 包括保安服务, 道路清扫, 公共区域园艺, 公共设施使用, 比如道路, 路灯, 雨水排放系统, 污水排放系统。目前维护管理费率为 1100 泰铢/莱/月。

The monthly maintenance charge will be adjusted from time to time by the Seller or its subsidiary company as approved by IEAT.

每月维护费用将由卖方或其子公司根据工业管理局 (IEAT) 的批准不时调整。

The Buyer agrees to pay the above maintenance charge to the Seller or its subsidiary company upon the starting of construction on the Said Land according to the Seller's/IEAT's rules and regulations, or the expiry date of 6 months after the Buyer had entered into the Agreement to Purchase and Sell Land whichever is earlier.

当买方遵从卖方/IEAT 规章与制度在所述土地上开始建造或该合同签署后满六个月起, 以较早者为准, 买方即向卖方或其子公司支付维护费。

The rate of service charges is subject to changes by the government authorities, IEAT, and Seller due to changes in applicable taxes, labor cost, energy cost or consumer price index.

税收、劳工成本、能源成本或消费者价格指数变动, 政府当局、泰国工业区管理局 (IEAT) 和卖方可调整以上服务收费价格。

ANNEX IV

WATER SUPPLY QUALITY STANDARD

工业园自来水供水标准



Properties	Parameter	Unit	Standard values
Physical	1 Apperance Colour	Platinum-Cobalt unit	≤15
	2 Taste	-	Not Objectionable
	3 Odour	-	Not Objectionable
	4 Turbidity	NTU	≤4
	5 pH	-	6.5 - 8.5
Chemical	6 Total Dissolved Solids (TDS)	mg/l	≤600
	7 Iron (Fe)	mg/l	≤0.3
	8 Manganese (Mn)	mg/l	≤0.3
	9 Copper (Cu)	mg/l	≤2.0
	10 Zinc (Zn)	mg/l	≤3.0
	11 Total Hardness as CaCo3	mg/l	≤300
	12 Sulfate (SO4)	mg/l	≤250
	13 Chloride (Cl)	mg/l	≤250
	14 Fluoride (F)	mg/l	≤0.7
	15 Nitrate as NO ₃	mg/l	≤50
Toxic elements	16 Nitrite as NO ₂	mg/l	≤3
	17 Mercury (Hg)	mg/l	≤0.001
	18 Lead (Pb)	mg/l	≤0.01
	19 Arsenic (As)	mg/l	≤0.01
	20 Selenium (Se)	mg/l	≤0.01
	21 Chromium (Cr hexavalent)	mg/l	≤0.05
	22 Cyanide (CN)	mg/l	≤0.07
	23 Cadmium (Cd)	mg/l	≤0.003
Bacterial	24 Barium (Ba)	mg/l	≤0.7
	25 Coliform bacteria	MPN/100 cm ³	None
	26 E.coli	MPN/100 cm ³	None
	27 Staphylococcus aureus	MPN/100 cm ³	None

Note

ANNEX IV

WATER SUPPLY QUALITY STANDARD

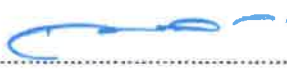
工业园自来水供水标准



Properties	Parameter		Unit	Standard values
Bacterial	28	<i>Salmonella</i> spp.	MPN/100 cm ³	None
	29	<i>Clostridium perfringens</i>	MPN/100 cm ³	None
Pesticides	30	Aldrin and dieldrin	mg/L	≤0.03
	31	Chlordane	mg/L	≤0.2
	32	DDT	mg/L	≤1
	33	Heptachlor and heptachlor epoxide	mg/L	≤0.03
	34	Hexachlorobenzene	mg/L	≤1
	35	Lindane	mg/L	≤2
	36	Methoxychlor	mg/L	≤20
Trihalomethanes	37	chloroform	mg/L	≤300
	38	Bromodichloromethane	mg/L	≤60
	39	Dibromochloromethane	mg/L	≤100
	40	Bromoform	mg/L	≤100
Radioactivity	41	Gross alpha activity	Bq/l	≤0.5
	42	Gross beta activity	Bq/l	≤1

Remark: Residual chlorine in water supply system not less than 0.2 mg/l

Refer to Provincial Waterworks Authority (PWA) standard, currently is shown as above and any new standard to be enforced in the future.


 (Mr. Pojjanart Reejinda)
 Acting Chief Operation Officer
 Effective Date: 25/1/2567

ANNEX V

AMATA CITY RAYONG STANDARD LEVELS FOR EFFLUENT DISCHARGING TO CENTRAL WASTEWATER TREATMENT PLANT

工业园中央污水处理厂接收废水标准




Items	Unit	Standard values	Items	Unit	Standard values
1 pH	-	5.5-9.0	19 Heavy Metal		
2 Temperature	°C	≤ 45	19.1 Zinc (Zn)	mg/l	≤ 5.0
3 Color	ADMI	≤ 600	19.2 Hexavalent Chromium (Cr ⁶⁺)	mg/l	≤ 0.25
4 Odor	-	Non Objectionable	19.3 Trivalent Chromium (Cr ³⁺)	mg/l	≤ 0.75
5 Total Dissolved Solids (TDS)	mg/l	≤ 3,000	19.4 Arsenic (As)	mg/l	≤ 0.25
6 Total Suspended Solids (SS)	mg/l	≤ 200	19.5 Copper (Cu)	mg/l	≤ 2.0
7 Biochemical Oxygen Demand (BOD ₅)	mg/l	≤ 500	19.6 Mercury (Hg)	mg/l	≤ 0.005
8 Chemical Oxygen Demand (COD)	mg/l	≤ 750	19.7 Cadmium (Cd)	mg/l	≤ 0.03
9 Sulfide	mg/l	≤ 1.0	19.8 Barium (Ba)	mg/l	≤ 1.0
10 Cyanides HCN	mg/l	≤ 0.2	19.9 Selenium (Se)	mg/l	≤ 0.02
11 Fat Oil & Grease	mg/l	≤ 10.0	19.10 Lead (Pb)	mg/l	≤ 0.2
12 Formaldehyde	mg/l	≤ 1.0	19.11 Nickel (Ni)	mg/l	≤ 1.0
13 Phenols Compound	mg/l	≤ 1.0	19.12 Manganese (Mn)	mg/l	≤ 5.0
14 Free Chlorine	mg/l	≤ 1.0	19.13 Silver (Ag)	mg/l	≤ 1.0
15 Pesticide	-	not allowed	19.14 Total Iron (Fe)	mg/l	≤ 10.0
16 Total Kjeldahl Nitrogen (TKN)	mg/l	≤ 100			
17 Fluoride (F)	mg/l	≤ 5.0			
18 Surfactants	mg/l	≤ 30.0			

Source: Announcement of the Industrial Estate Authority of Thailand No. 76/2560 (2017) dated July 13, 2017; Standard for discharging Wastewater Into a Central Wastewater Treatment System in an Industrial Estate.

Remark: The current specifications for wastewater discharging to central wastewater treatment plant is shown as above and any new specifications to be enforced in the future.

แหล่งที่มา: ประกาศการนิคมอุตสาหกรรมแห่งประเทศไทย ที่ 76/2560 เรื่อง กำหนดมาตรฐานทั่วไปในการระบายน้ำเสียเข้าสู่ระบบบำบัดน้ำเสียส่วนกลางในนิคมอุตสาหกรรม ประกาศ ณ วันที่ 13 กรกฎาคม 2560

หมายเหตุ: เกณฑ์คุณภาพน้ำเสียอ้างอิงประกาศการนิคมอุตสาหกรรมแห่งประเทศไทยฉบับล่าสุด อาจมีการปรับเปลี่ยนในอนาคต


 (Mr. Pojanart Reejinda)
 Acting Chief Operation Officer
 Effective Date: 25/1/2567

Note

ANNEX VI

MEMORANDUM OF AGREEMENT RE: GENERAL CRITERIA FOR CONSTRUCTION CONTRACTOR 契约备忘录：建筑承包商一般标准

This Memorandum of Agreement is made and entered into between

此契约备忘录对签署各方有效：

1. AMATA CITY RAYONG CO., LTD. represented by, authorized directors, having principal place of business at 2126 New Petchburi Road, Bangkok, Huay Kwang, Bangkok 10320 (hereinafter called the "Company");
罗勇安美德城有限公司由-----作为代表及授权董事,主要营业地址为 2126 New Petchburi Road, Bangkok, Huay Kwang, Bangkok 10320 (以下称为“罗勇安美德城公司”);
2. represented by, authorized directors, having principal place of business at (hereinafter called the "Land User"); and
..... 作为代表及授权董事,主要营业地址为 (以下称为“土地使用人”); 和
3. represented by, authorized directors, having principal place of business at (hereinafter called the "Contractor"); and
..... 作为代表及授权董事,主要营业地址为 (以下称为“承包人”); 和

WHEREAS, the Company is engaged in and carrying on Amata City Rayong Project jointly with IEAT under the agreement and laws on Industrial Estate of Thailand; and 鉴于罗勇安美德城公司与泰国工业区管理局在双方协议和泰国工业地产法下,共同从事于罗勇安美德城(罗勇)项目;以及

WHEREAS, the Land User is a Buyer of **the land plot AC566** in the said Project and wished to engage the Contractor to construct the structures which have been approved by the Company and government agencies concerned; and in order to carry out the said construction work correctly and smoothly in accordance with the objectives of the Company and all land users in the Project ;

鉴于在上述计划中土地使用人是土地号 **AC566** 之买方和希望与承包人从事建造经过罗勇安美德城公司和政府机构确认的建筑物;并根据罗勇安美德城公司和罗勇安美德城(罗勇)项目中所有土地使用人的目标,正确、顺利地开展上述建设工作;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS;

现在,因此,当事人同意以下所述;

1. The Land User represents, warrants to and covenants with the Company that:
土地使用人向罗勇安美德城公司作出以下陈述、保证并承诺:
 - 1.1 The Contractor hereunder is the contractor engaged by the Land User for construction of the Land User's structures under the construction contract between the Land User and the Contractor.
此处所指的“承包人”是指为了建造土地使用人的建筑物,在建筑合同情况下,受雇于土地使用人的承包人。
 - 1.2 It will supervise the construction work by the Contractor to be in compliance with the construction permit and drawings which have been approved by the Company and the government agencies concerned.
其将监督承包人遵从经过罗勇安美德城公司与政府机构确认的建筑许可与工程图纸,监督建筑工作。
 - 1.3 It will be responsible for loss and damage occurred in case of construction by the Contractor beyond the boundary of the land of the Land User.
其将对承包人在土地使用人之土地范围之外施工造成的损失和损坏负责。
 - 1.4 It will be responsible for loss and damage arising from a default of the Contractor for the excess portion of the security amount specified in **Clause 3** hereof.
其将对承包人违约所造成的超出本标准条款 3 所列保证金金额范围的损失负责。
 - 1.5 It will promptly notify the Company in writing of the termination of the construction contract or when the Contractor has completed the construction work under the construction contract.
当建筑合同终止或承包人完成建筑合同所述建筑工作时,应迅速以书面形式告知罗勇安美德城公司。
 - 1.6 It will submit the plan, drawings, specifications and details for construction of joining road into the land of the Land User, especially such part or parts which may have an impact on public facilities and utilities, e.g. trees, turf, foot-path, gutter, sewage, manhole, underground pipes etc. for written approval from the Company prior to commencement of the construction work.
土地使用人将提交连接到其使用土地以内的支路的计划,工程图纸,详细说明和细节,特别是可能对公共设施 and 事业产生影响的部分,例

如:树木,草皮,人行道,排水沟,下水道,出入下水道的孔口,地下管道等等。建筑工程开始前需要事先获得罗勇安美德城公司书面确认。

In case approval is obtained from the Company, the Land User agrees not to remove the trees by itself and will give the Company not less than 30 days' notice in writing to request the removal and replantation of the trees from the proposed area for joining road. The costs and expenses for said removal and replantation of the trees as well as the cost of repairing the damages to the public facilities and utilities arising from the construction of the joining road as mentioned above shall be borne by the Land User.

假如获得来自罗勇安美德城公司的确认,土地使用人同意不擅自除去进出道路上被提议区域的树木并将会给罗勇安美德城公司至少 30 天时间使迁移和再植书面告知生效。以上所述迁移和再植树木的费用,和在建造进出道路过程中对公共设施与事业损坏的维修费用都将由土地使用人承担。

- 1.7 It will not, during and after construction, remove or relocate the demarcation posts of the land of the Land User. If any of the demarcation post is missing or relocated, the Land User and the Contractor must be responsible for the cost of resurveying and fixing new demarcation post including any loss or damage arising therefrom.

在建筑过程当中或之后,都不会再将土地使用人的土地界线除去或重新划分。如果界线消失或被重新划分,土地使用人和承包人必须承担新土地界限的再勘察及修订所产生的一切成本,包括由此造成的任何损失或损坏。

- 1.8 It will not claim or take any legal actions against the Company for loss or damage in case the Company has exercised any right under this Agreement.

如罗勇安美德城公司行使本协议下的任何权利,将不会招致任何损失或赔偿的索赔或引发针对该公司的法律行为。

2. The Contractor represents, warrants to and covenants with the Company that:
承包人向罗勇安美德城公司作出如下陈述、声明以及承诺:

- 2.1 The Contractor shall include sub-contractors and employees and laborers of the Contractor and/or sub-contractors including other persons visiting the Contractors and/or sub-contractors.

承包人将包括分包人和承包人或分包人的雇员与劳工,包括拜访承包人或分包人或拜访二者的其他人员

- 2.2 It will submit drawings and layouts of any structures to be constructed on the land of the Land User for approval by related government

officials in prior to commencement of the construction.

在土地使用人在土地上开始建造任何建筑物之前,都将提交工程图纸和设计布局供相关政府官员在施工前审批。

- 2.3 It will notify the Company of its officers assigned to coordinate with the project director of the Company prior to commencement of the construction.

在施工开始前告知罗勇安美德城公司其指定负责与罗勇安美德城公司项目总监协调的人员。

- 2.4 It will ensure that all vehicles used by the Contractor and/or for business contacts and/or for transportation of the materials and equipments shall not carry the load exceeding the standard prescribed by the Highway Department, and shall comply with the rules, regulations, or orders of the Company's personnel with respect to traffic and security.

承包人使用、为了商务联系使用、为了材料与设备的运输所使用的所有车辆载重都将保证不超过高速公路部门的标准,并应遵守罗勇安美德城公司人员有关交通和安全的规章制度。

- 2.5 It will not pile, stock, leave, pour, drain, or drop intentionally or negligently any materials, supplies, left over, waste or garbage outside of the land of the Land User. If there is any of the foregoing, the Contractor shall remove, collect, wipe, and clean the same immediately.

任何材料,供给,剩余,废料或垃圾都不能有意或随意堆积,存放,滞留,倾泻,排放或丢弃在土地使用人之土地以外。如发生上述任意一项,承包人应立即除去,收集,擦净,与清洁。

- 2.6 It will not cause to occur any noise, light, smoke, dust, odor, or fume which may be detrimental to the environment of the Project or nuisance or hazard to other persons in the Project in general.

在项目中,一般情况下都不能引起任何可能对项目环境或他人造成困扰或损害的噪声,光亮,烟雾,灰尘,气味或气体。

- 2.7 It will not use the exterior of the land of the Land User for the purposes other than those specifically provided for by the Company.

土地使用人不能以罗勇安美德城公司明确规定的用途以外的目的,使用其土地外部的土地。

- 2.8 It will dispose of garbage, waste, or left over from consumption by collecting them for burning at the designated location within the area of the land of the Land User; the left over of materials, bricks, cements, sand, and soil may be used for filling the lower portion of the land of the Land User or remove from the Project area.

土地使用人将在其土地之指定区域内对垃圾,废料或消耗剩余进行收集与销毁处理,材料的剩余,砖块,水泥,沙子和泥土可能被用做填充土

地使用人之土地的低地或从项目区域内清除。

- 2.9 Waste water, sewage, urine, toilet water from utilization or consumption will be disposed of by septic tanks in adequate numbers and suitable for the number of users, and shall be properly filled and cleaned up after discontinuation of use.

使用或消耗过程中产生的废水,污水,尿液,冲厕水将被足够数量的化粪池所处理,化粪池的数量应充足并与使用人数相匹配,停止使用后应妥善填满并清理干净。

- 2.10 It will control and supervise its employees, laborers, or dependents to refrain from drinking liquor or taking illegal drugs, gambling, and to prevent them from quarreling among themselves or with other persons.

对雇员,劳工,或酒精与非法药物依赖者,赌博将进行控制和监督,防止其在自我范围内或与他人争吵。

It will also control and supervise its employees, laborers not to bring in and/or keep dogs and cats in the Said Land.

同时也将对雇员、劳工进行控制和监督,防止其在土地内带入或饲养狗、猫等动物。

- 2.11 It will comply with the Company's legitimate rules, regulations, or orders announced or to be announced for the purpose of keeping peace, cleanliness, order, and security in the Project for the benefits in common.

遵守罗勇安美德城公司为维护项目的和平、整洁、秩序和安全而公布或将要公布的合法规则、规定或命令,以实现共同利益。

- 2.12 It will be responsible to pay for loss or damage occurred to the persons and properties located in the Project area arising from intentional or negligent acts of the Contractor or its staff, employees and dependents regardless of whether or not such loss or damage occurred due to the implementation of the work under the construction contract. For any loss or damage to accessories and components of telephone, electricity, or water supply systems etc. causing an impact to other factories in the Project, the Contractor shall be fined immediately at not less than Baht 100,000.- per each occurrence.

对于因承包人或其工作人员、雇员和受供养者的故意或过失行为而对项目区域内的人员和财产造成的损失或损坏,承包人将负责赔偿,无论这些损失或损坏是否因施工合同规定的工程的实施而发生。对任何电话,电力,水源供应系统等等之附件和组成部分所造成的丢失或损坏而导致对项目其它工厂造成影响的,承包人将立即被罚款 100,000 泰铢/次。

- 2.13 It will not construct any housing on the Said Land. It will not allow its employees, laborers, or dependents to reside on the Said Land.

不得在该土地上建筑任何住宅。不允许其雇员、工人或其受供养者居住在该土地上。

It will construct the temporary fence with green galvanized sheets around the construction site during its factory construction to maintain order.

为了维持秩序,在建造工厂时,将在建筑场地周围搭建绿色镀锌薄板作为临时性栅栏。

- 2.14 It will receive prior approval of using the utilities such as electricity and water supply from the Company, and it must pay the Company for the installation cost of the said utilities, and the service charges fixed by the Company.

在使用电力和水源供应前将收到罗勇安美德城公司的事先确认,并必须向罗勇安美德城公司支付安装费用,服务价格由罗勇安美德城公司决定。

- 2.15 Right after the construction of the Said Land, it will be responsible for improving the grass area including the manholes and open ditch or growing new grass/tree in the area between its front boundary and the public side walk to restore such area to the same condition as before its factory construction.

在上述土地建造完成后,应立即改善草坪区域,包括下水道出入孔,沟渠或正面栅栏与公共人行道之间正在生长的草/树负责,以恢复建造工厂之前的原貌。

- 2.16 It will use the road of the project to mobilize construction materials and machinery to the Said Land. It will not use the public road for such purpose.

使用园区内的道路向该土地上运输建筑材料和设备, 但不得占用公共道路。

3. As security for the Contractor's performance obligations hereunder and for mitigating any loss or damage to the Company due to the Contractor's failure or default of any provisions of this Agreement, the Contractor agrees to make a security deposit with the Company by cheque/wire transfer payable to the account of Amata Facility Service Co., Ltd. at the Bangkok Bank, Tesco Lotus Amata Nakorn Branch, Account No. 607-7-00099-7 with full amount of Baht 300,000.- to Baht 500,000.- until such time that the Land User has given notice in writing to the Company that the Contractor has been released from its obligations under the construction contract.

为了保障承包人履行义务和为了减轻因为承包人违约或不履行此契约条款的任何义务而给罗勇安美德城公司造成的丢失或损坏,承包人同意向罗勇安美德城公司支付定金,即以支票/电汇形式全额支付给安美德物业服务公司(账号: No. 607-7-00099-7, 银行: 曼谷银行 Amata Nakorn Tesco Lotus 分行) 金额为 300,000-500,000 泰铢的保证金---直到土地使用人书面告知罗勇安美德城公司其承包人已经结束该建筑合同义务。

In addition, any amount of loss or damage paid by the Company due to the Contractor's failure or default hereunder, if demanded by the Company and the Contractor fails to make payment, the Contractor agrees that the Company may deduct such amount from the said security deposit.

另外,由于承包人违约或不履行义务而导致由罗勇安美德城公司支付因损失或损害的任何金额,如果罗勇安美德城公司需要承包人支付该笔金额且承包人无法做到,承包人将同意罗勇安美德城公司立刻从已付的保证金扣除。

4. In addition to the rights mentioned in **Clause 3** above, if the Land User or Contractor or both shall be in default of any provisions of this Agreement and the Company shall have given warning of such default. If the default is not rectified, the Company is entitled to prohibit any vehicles or persons from entering into the Project area until the Land User or the Contractor shall have fully complied with this Agreement ; in such event, the Land User and/or Contractor shall have no right to claim or take legal actions for loss or damage against the Company.

除了上述在条款 3 中提到的权利之外,如果土地使用人或承包人或二者不履行此契约条款的任何义务,罗勇安美德城公司应对此做出警告,警告无效的,公司可依照法律禁止任何车辆或人员进入项目区域,直到土地使用人或承包人完全遵从此契约为止;在此情况下,土地使用人或承包人或二者无权因损失或损害对罗勇安美德城公司索赔或采取法律行为。

5. Any notice or communication given by the Company to the Contractor's officers mentioned in **Clause 2.3** shall be deemed duly received by the Contractor.

在条款 2.3 中提及的任何由罗勇安美德城公司对承包人职员的通知或通讯都将被认为是及时地被承包人收到。

This Agreement is executed in triplicate with identical tenor, the parties have read and understand the provisions hereof thoroughly meeting their intent and purpose.

此协议一式三份，每份具有完全相同法律效力 所有当事人已经充分地阅读并理解本文中条款。

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and affixed the seals (if any) on the day and year first above written and kept one copy by each party.

对于见证人,所有当事人促成此协议及时生效,在日期上盖上印章,并各自保留一份。

By _____ Company
(_____)

By _____ Company
(_____)

Witness

By _____ Land User
(_____)

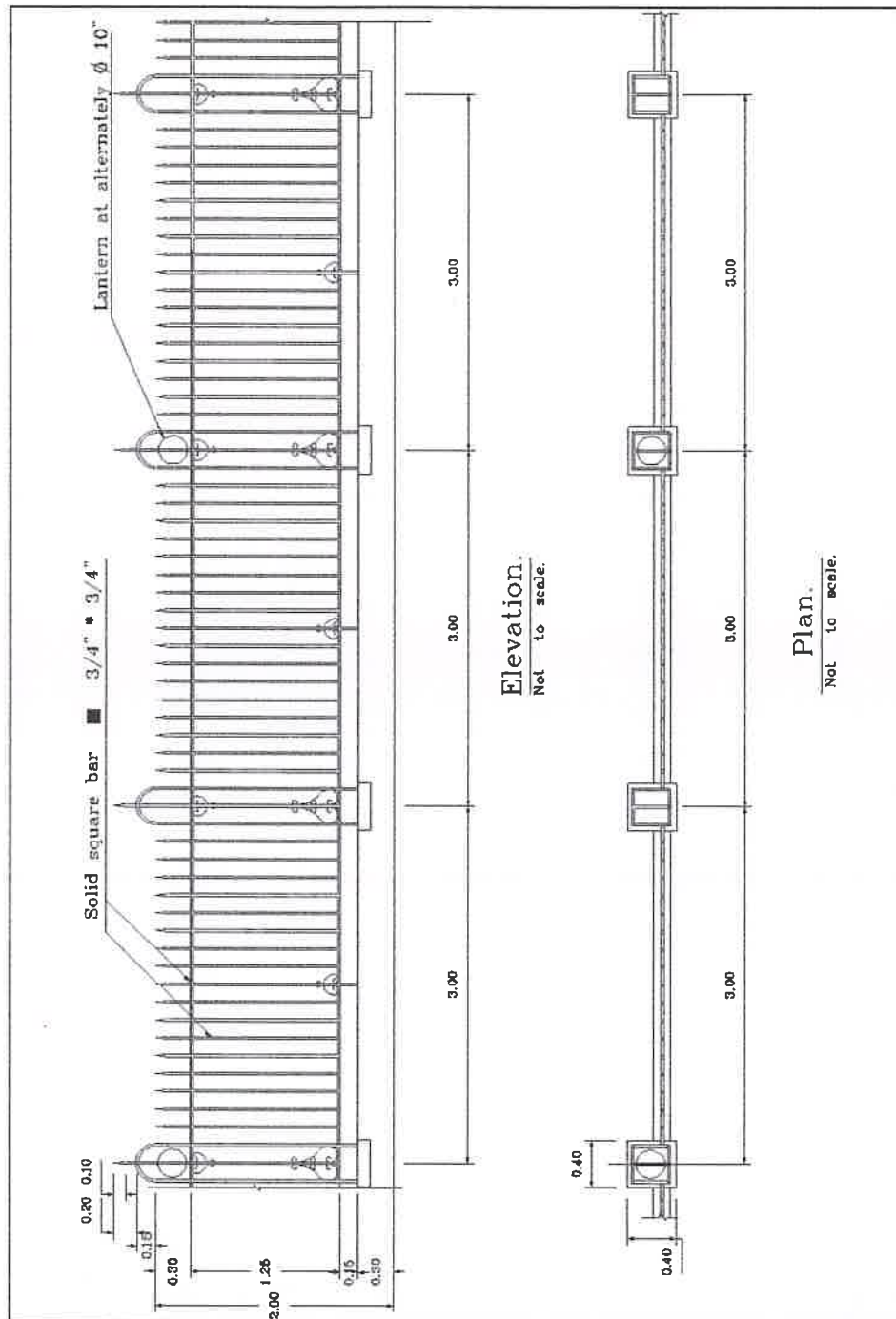
By _____ Land User
(_____)

Witness

By _____ Contractor
(_____)

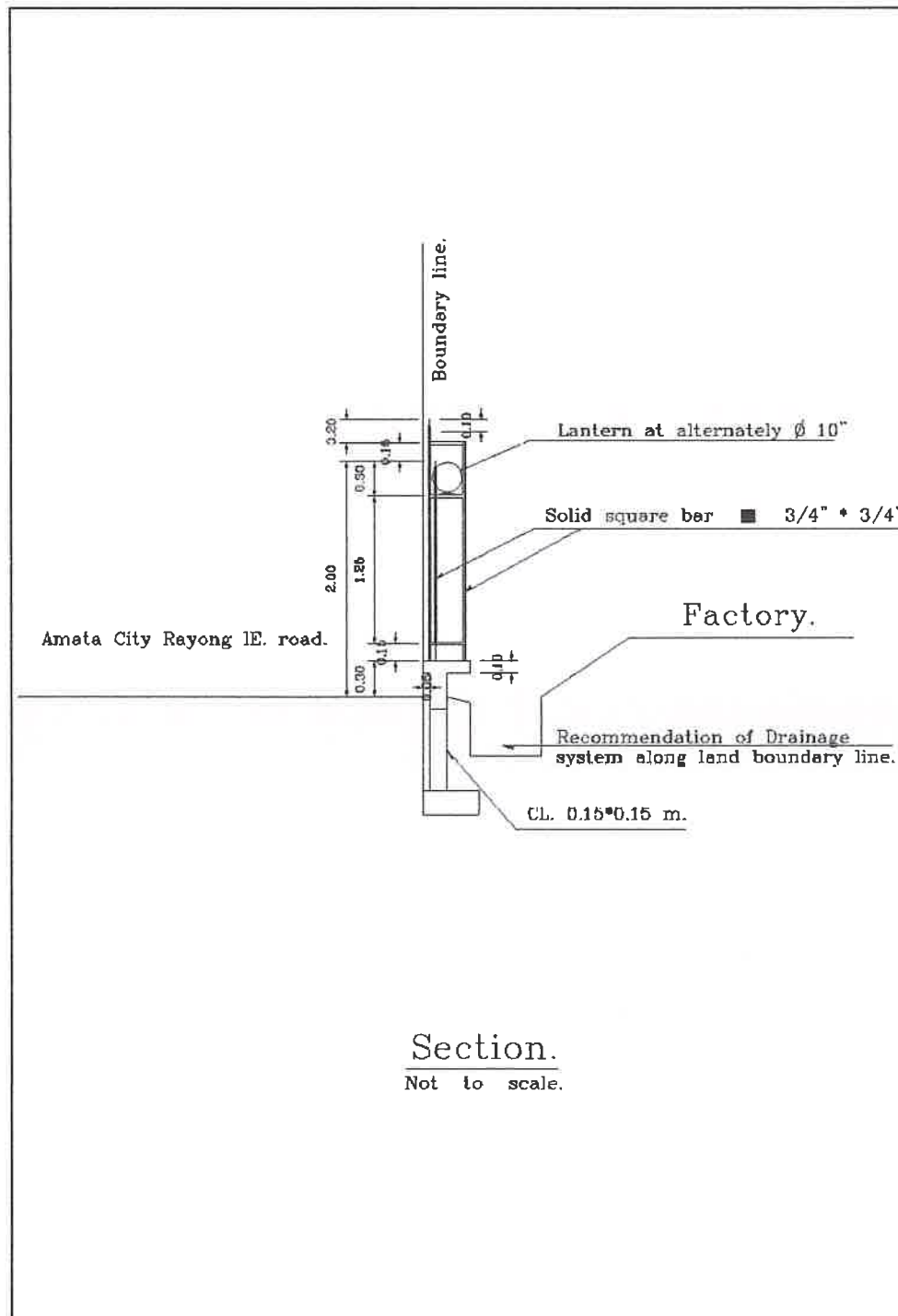
By _____ Contractor
(_____)

ANNEX VII
STANDARD FENCE TYPE A
ALONG THE BOUNDARY LINE FACING AMATA CITY RAYONG IE. ROAD
正面临园区大路 A 类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.
 ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

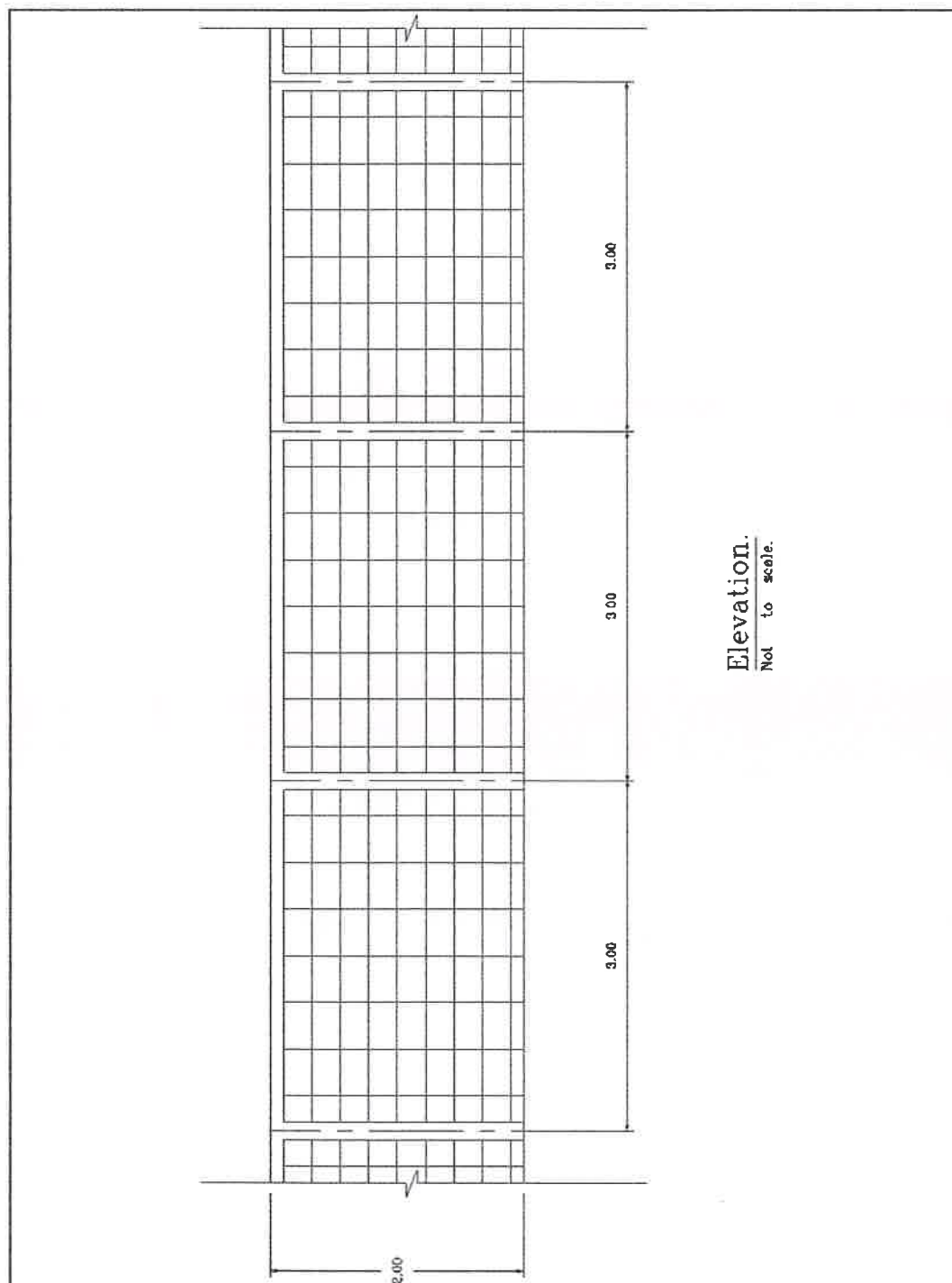
STANDARD FENCE TYPE A
ALONG THE BOUNDARY LINE FACING AMATA CITY RAYONG IE. ROAD
正面临园区大路 A 类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.

ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

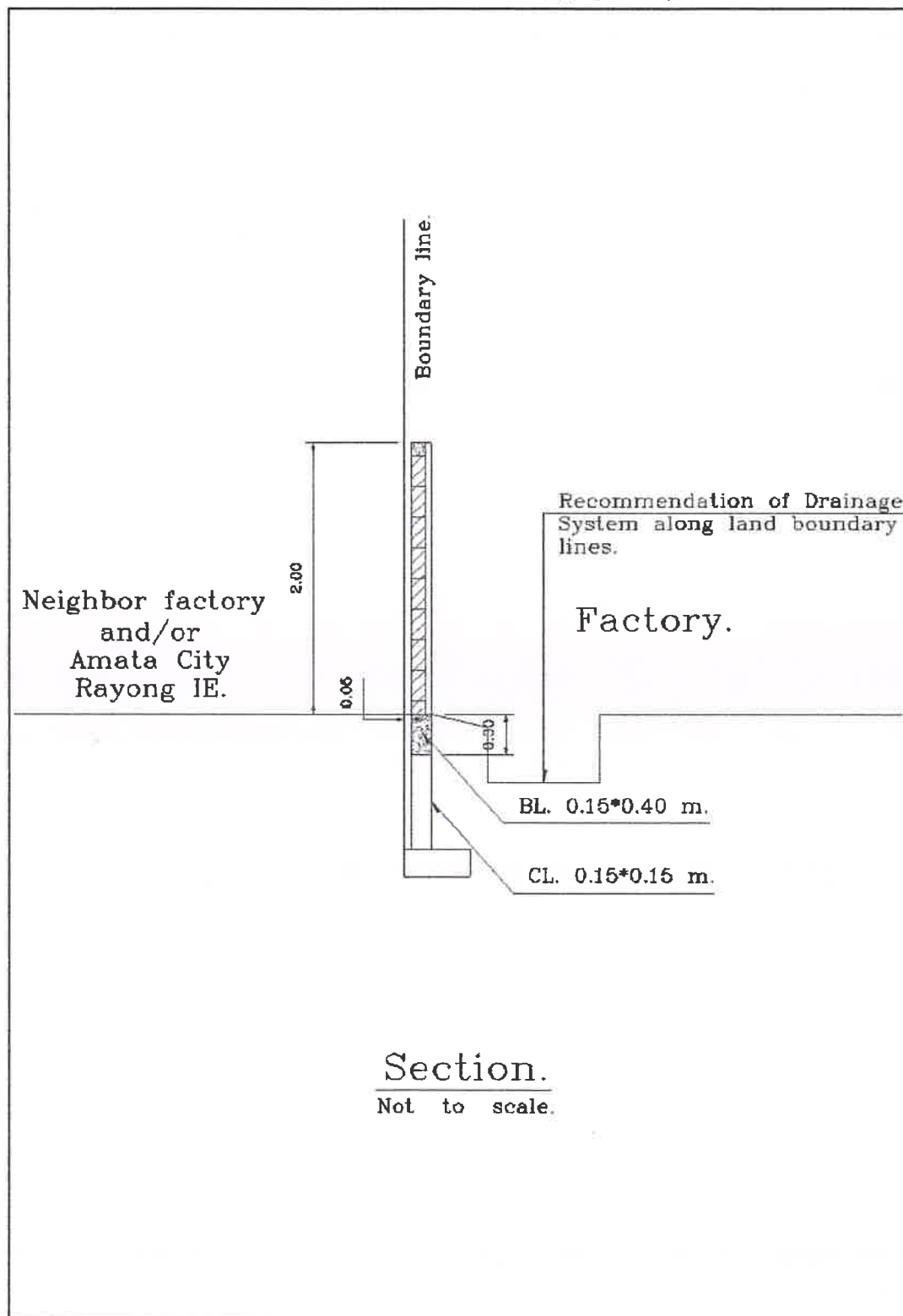
STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE EXCEPT FOR AMATA CITY RAYONG IE. ROAD
非正面临园区大路B类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.

ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

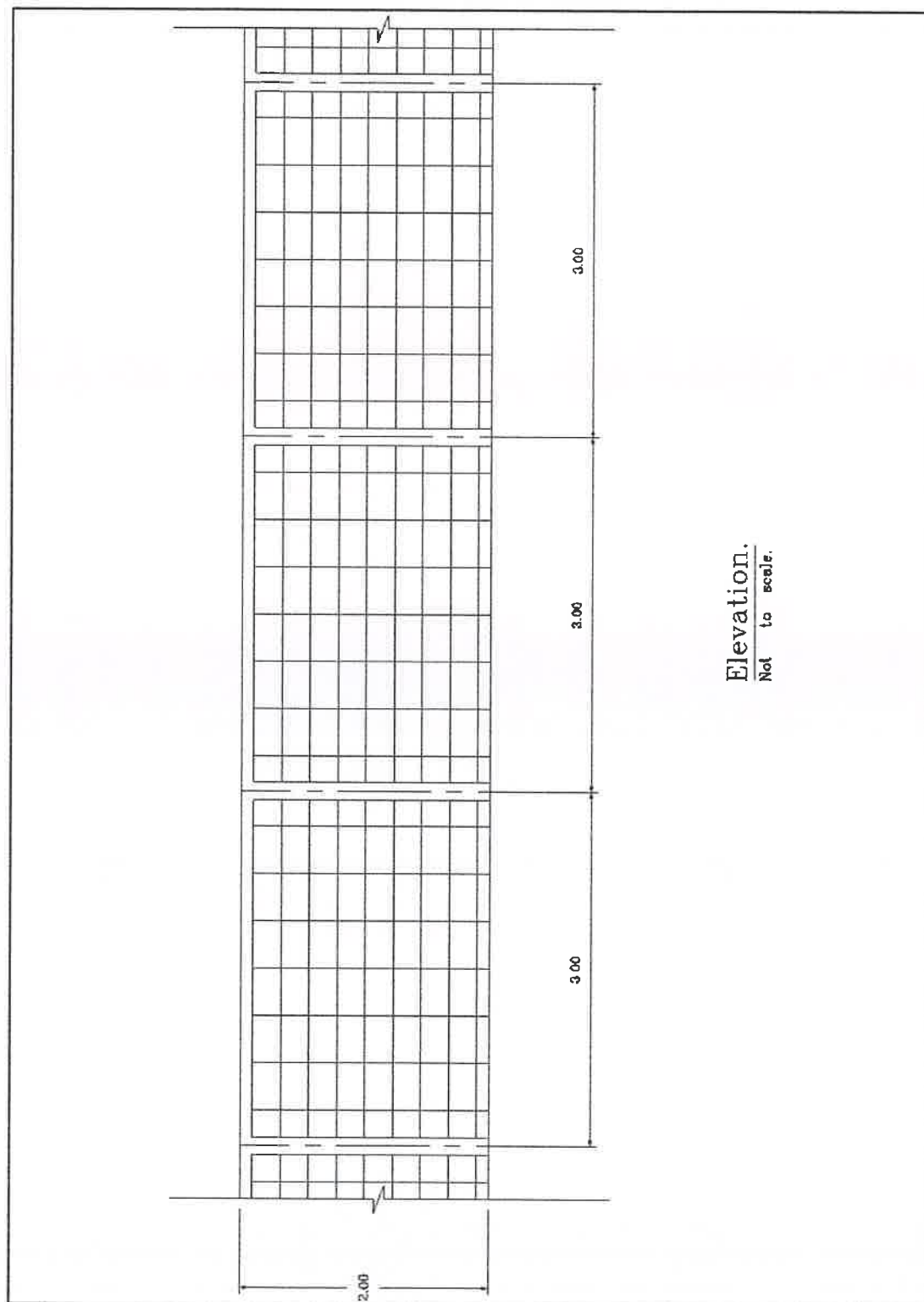
STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE EXCEPT FOR AMATA CITY RAYONG IE. ROAD
非正面临园区大路 B 类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.

ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

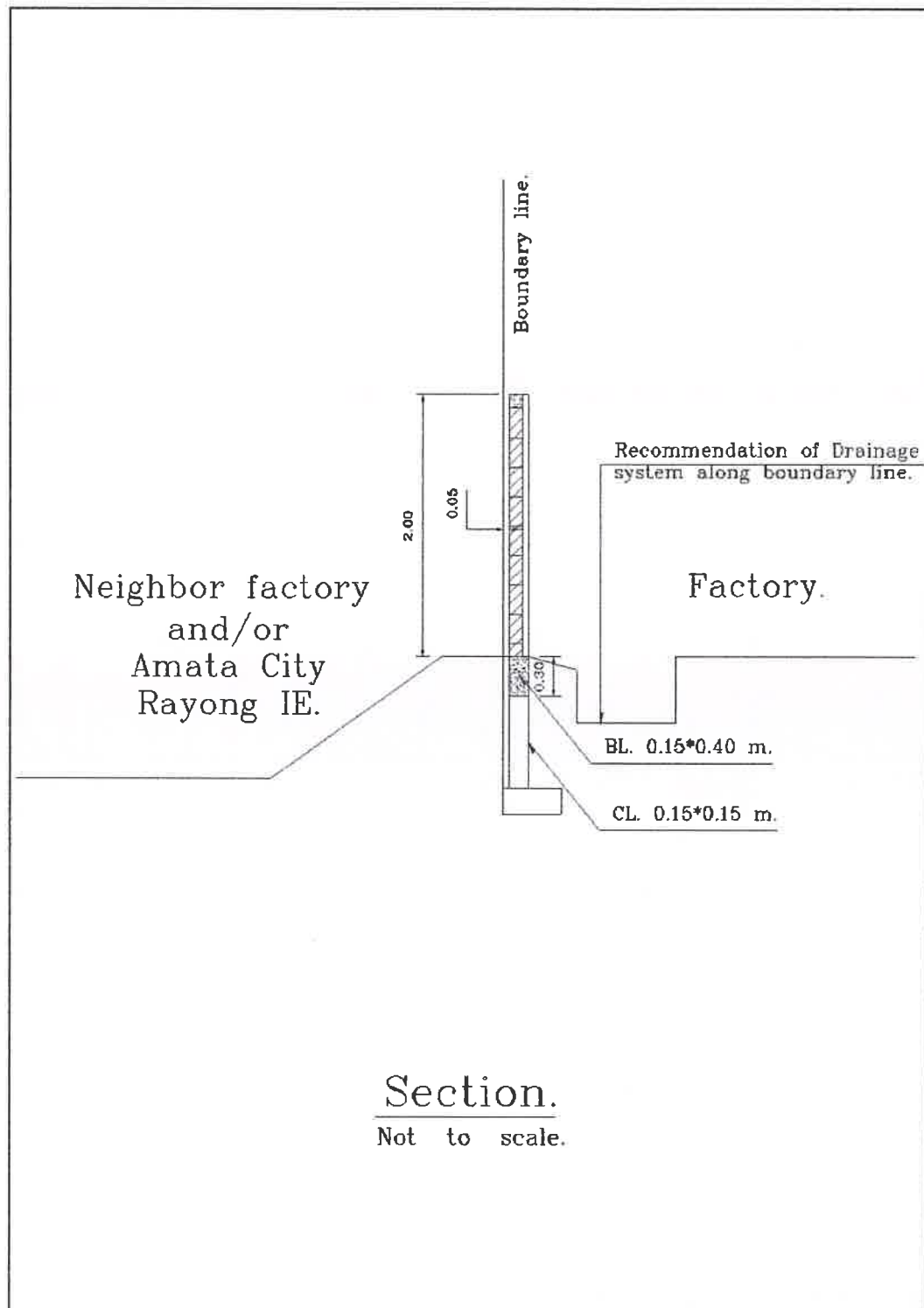
STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE EXCEPT FOR AMATA CITY RAYONG IE. ROAD
非正面临园区大路 B 类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.

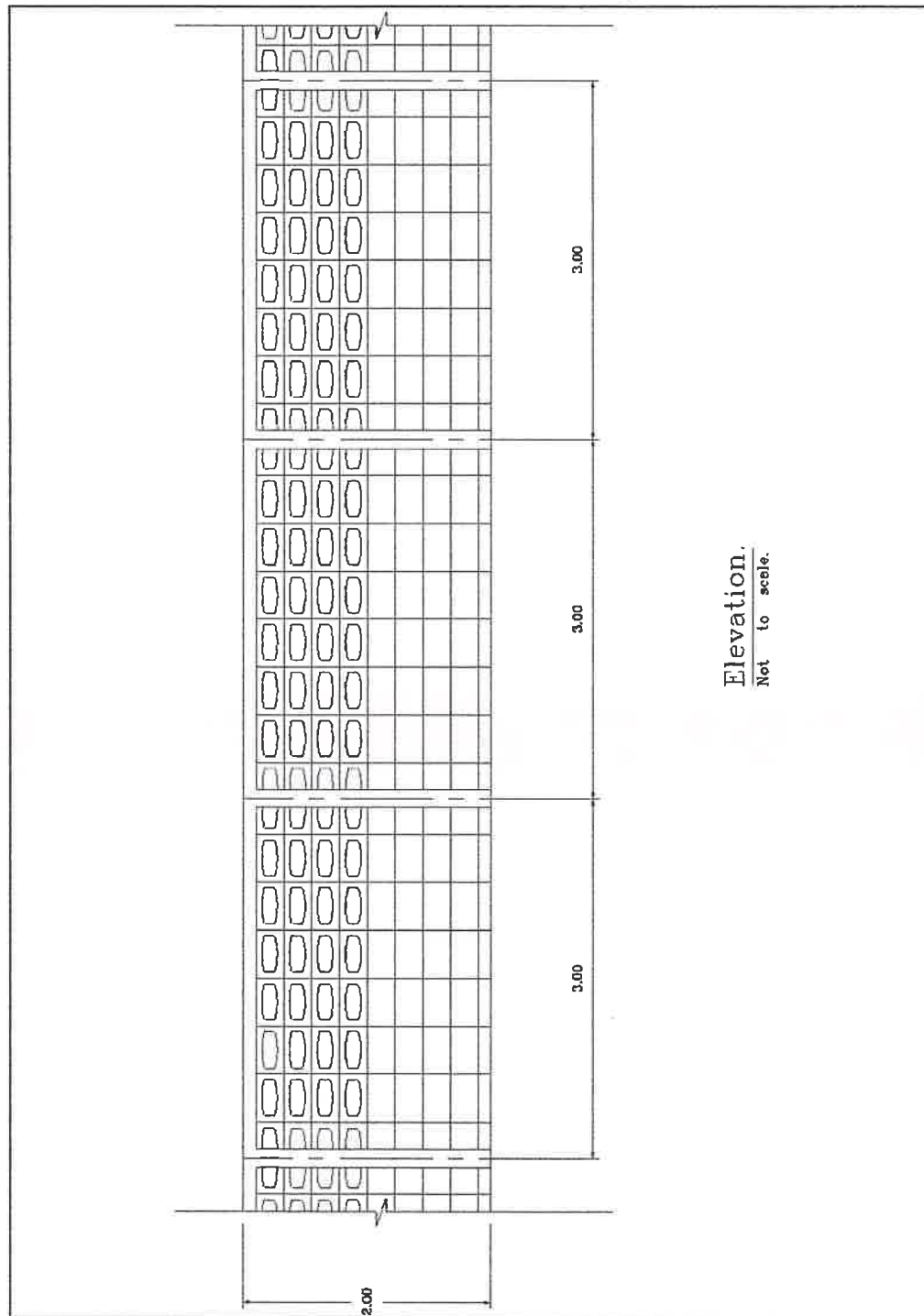
ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE EXCEPT FOR AMATA CITY RAYONG IE. ROAD
 非正面临园区大路 B 类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.
 ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

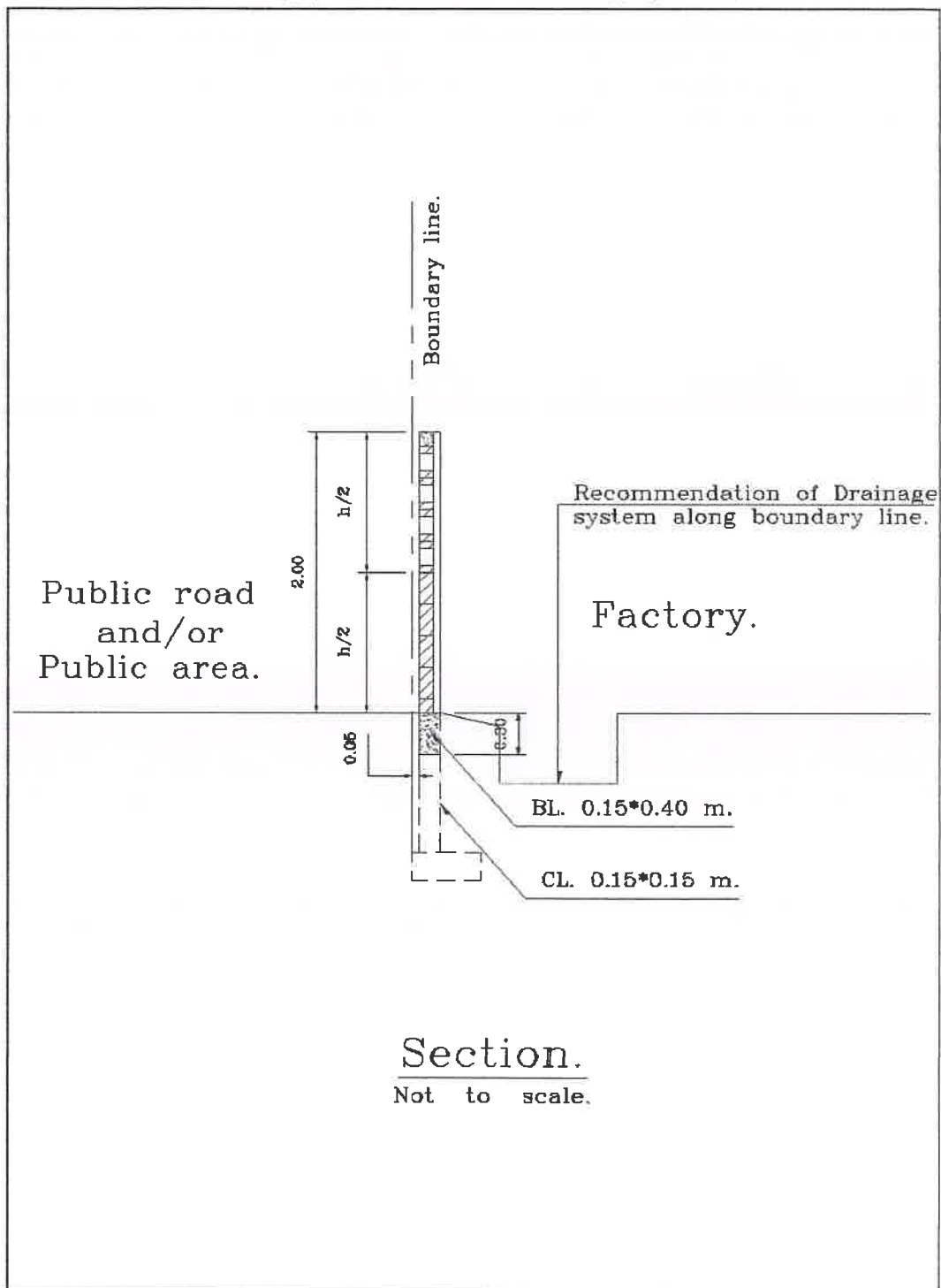
STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE FACING TO PUBLIC ROAD AND/OR PUBLIC AREA
面临皇家道路或公共区域的 B 类围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.

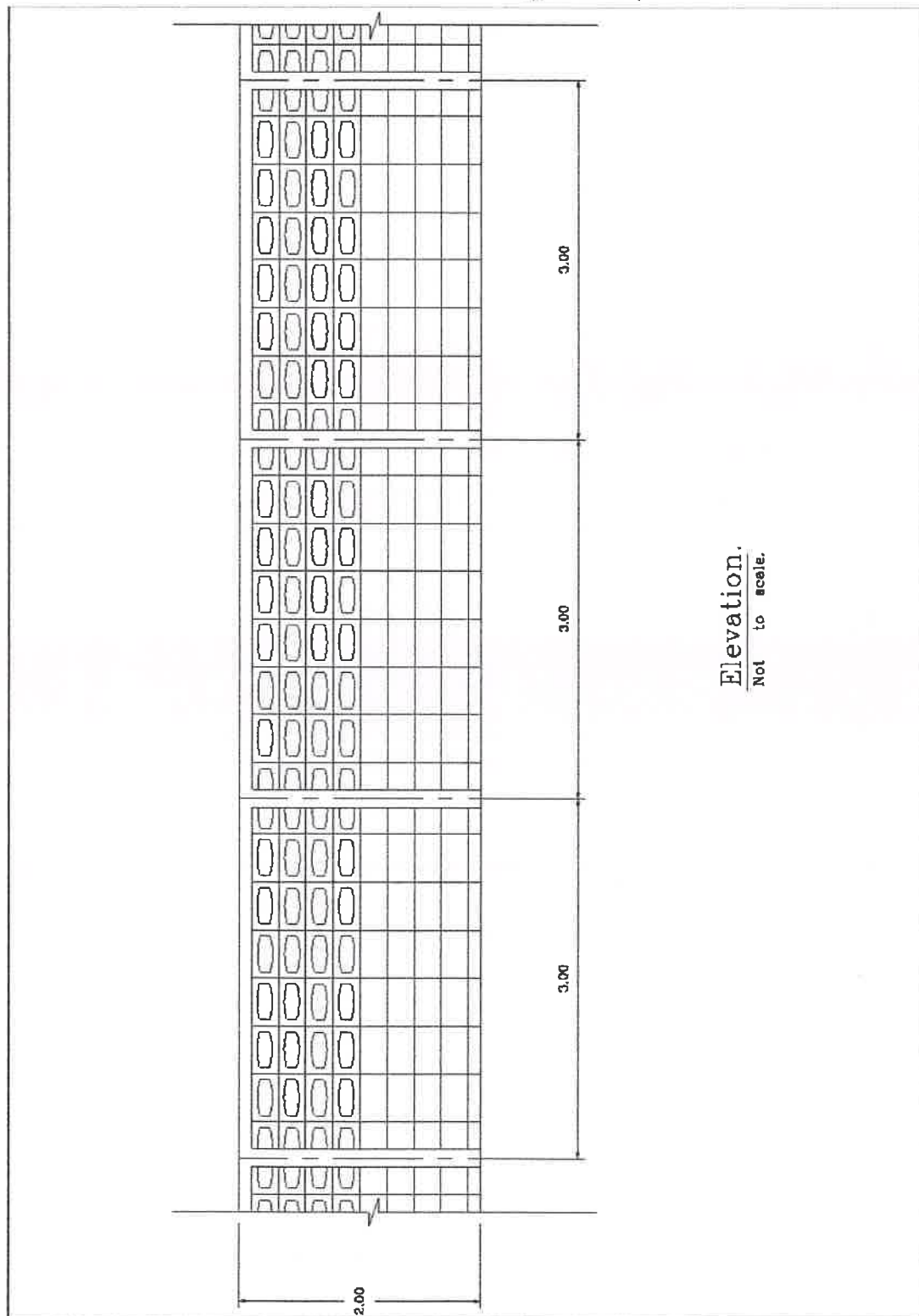
ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

STANDARD FENCE TYPE B
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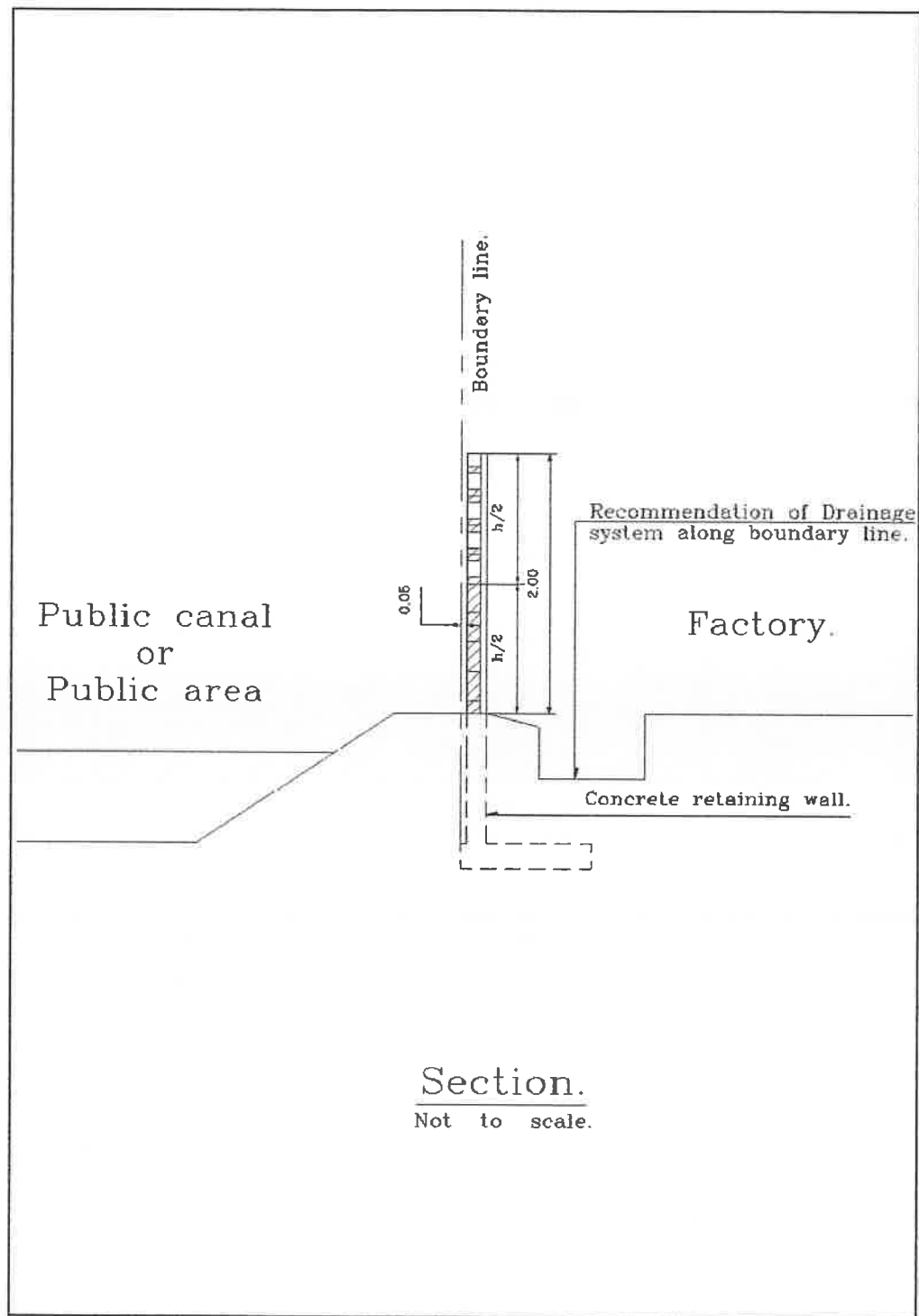
STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE FACING TO PUBLIC CANAL
 面临公共河道的 B 类 围墙建筑标准



Use for the features of the fence only. The structure of the fence can design by the factory.

ให้ใช้เฉพาะรูปแบบลักษณะของรั้วเท่านั้น ส่วนโครงสร้างของรั้วให้โรงงานเป็นผู้ออกแบบ

STANDARD FENCE TYPE B
ALONG THE BOUNDARY LINE FACING TO PUBLIC CANAL
 面临公共河道的 B 类围墙建筑标准



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2025年 6 月 5 日

湖北香江电器股份有限公司

及

湖北顺捷投资（香港）有限公司

及

国金证券（香港）有限公司

基石投资协议

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本协议(「本协议」)于2025年6月5日订立

订约方：

- (1) 湖北香江电器股份有限公司，一家于中国成立的股份有限公司，其注册办事处位于中国湖北省蕲春县李时珍工业园凯迪大道旁(「公司」)；
- (2) 湖北顺捷投资(香港)有限公司，一家于香港成立的有限公司，其注册办事处位于香港中环遮打道18号历山大厦3401室(「投资者」)；及
- (3) 国金证券(香港)有限公司，位于香港上环皇后大道中183号中远大厦35楼3501-08室，为根据《证券及期货条例》获发牌从事第1类(证券交易)、第2类(期货合约交易)、第4类(就证券提供意见)、第6类(就机构融资提供意见)及第9类(提供资产管理)受规管活动的持牌法团(「国金证券」)。

鉴于：

- (A) 公司申请其H股(定义见下文)以全球发售(「全球发售」)方式于联交所(定义见下文)主板上市，有关发售包括：
 - (i) 公司通过首次公开发售以供香港公众认购 6,822,000 H股(可予重新分配)(「香港公开发售」)；及
 - (ii) 依据《证券法》(定义见下文)S规例或《证券法》项下另一可豁免登记的情况于美国境外在离岸交易中向投资者(包括向香港的专业及机构投资者)，有条件配售公司提呈的 61,398,000 H股(可予重新分配)(「国际发售」)。
- (B) 就全球发售而言，(i)国金证券担任独家保荐人；(ii)国金证券及建银国际金融有限公司(「建银国际」)担任整体协调人、全球协调人、账簿管理人及牵头经办人。
- (C) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份(定义见下文)。

兹协议如下：

1. 定义及释义

在本协议(包括其附表)中，下述各个词语和表达具有下述涵义

除非文意另有所指，就特定个人或实体而言，「联属人士」指通过一层或多层中介直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词(包括「受.....控制」及「与.....受共同控制」)指拥有直接或

间接权力指示或安排指示某人士的管理及政策，不论是通过拥有表决权股份、合约抑或以其他方式；

「会财局」指香港会计及财务汇报局；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(f)条所给予的涵义；

「联系人/紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人/紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》附件8第7(1)段规定以总投资金额的1%计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子(星期六、星期日及香港公众假期除外)；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「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；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「《公司条例》」指《公司条例》(香港法例第622章)(经不时修订、补充或以其他方式修改)；

「《公司(清盘及杂项条文)条例》」指《公司(清盘及杂项条文)条例》(香港法例第32章)(经不时修订、补充或以其他方式修改)；

「关连人士/核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士/核心关连人士」须据此解释；

「《合约(第三者权利)条例》」指《合约(第三者权利)条例》(香港法例第623章)(经不时修订、补充或以其他方式修改)；

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释；

「延迟交付日期」指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，全球协调人和整体协调人根据第4.3条通知投资者的较晚日期；

就任何相关股份而言，「处置」包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券中的、或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益(包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何换股或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，而以现金或以其他方式结算；及「处置」须相应解释；

「FINI」指 **Fast Interface for New Issuance**，由香港结算营运的网上平台，所有新上市股份须使用该平台获准买卖及（如适用）收集以及处理相关认购及交收的特定数据；

「全球发售」具有叙文(A)所给予的涵义；

「有关政府部门」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、证券监察委员会、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「本集团」指公司及其附属公司；

「H股」指公司普通股本中的境外上市外资股，每股面值为人民币1.00元，以港元进行交易，并拟在证券交易所上市；

「港元」指香港的法定货币；

「香港」指中国香港特别行政区；

「香港公开发售」具有叙文(A)所给予的涵义；

「获弥偿方」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「获弥偿方」指他们中的任何一个获弥偿方；

「国际发售」具有叙文(A)所给予的涵义；

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

「投资者股份」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由公司和国金证券厘定；

「全球协调人」指公司就全球发售委任的全球协调人；

「上市指南」指联交所发布的《新上市申请人指南》；

「法律」指所有相关司法管辖区的任何有关政府部门(包括联交所和证监会)的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「征费」在各种情况下指总投资金额0.0027%的证监会交易征费(或上市日期当时的交易征费)、0.00015%的会财局交易征费及0.00565%的联交所交易费(或上市日期当时的交易费)；

「上市日期」指H股股份首次于联交所主板上市的日期；

「《上市规则》」指《香港联合交易所有限公司证券上市规则》及联交所不时修订、补充或以其他方式修改的上市决定、指引和其他上市要求；

「禁售期」具有第5.1条所给予的涵义；

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

「整体协调人」具有《上市规则》所给予的涵义，指国金证券及建银国际；

「超额配售权」具有国际发售通函所给予的涵义；

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

「中国」指中华人民共和国，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

「中国证监会」指中国证券监督管理委员会；

「中国证监会备案规定」指中国证监会刊发的《境内企业境外发行证券和上市管理试行办法》及支持性指引（经不时修订、补充或另行修改）；

「初步发售通函」指预期由公司就国际发售向有意投资者(包括投资者)发出的初步发售通函(经不时修订或补充)；

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

「招股章程」指公司就香港公开发售拟在香港发出的最终招股章程；

「公开文件」指国际发售的初步发售通函和国际发售通函，公司就香港公开发售拟在香港发出的招股章程和申请表，及公司就全球发售可能发出的其他文件和公告(均经不时修订或补充)；

「监管机构」具有第6.2(h)条所给予的涵义；

「相关股份」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组(不论该等交易以现金或以其他方式结算)因投资者股份产生的公司的任何股份或其他证券或权益；

「S规例」指《证券法》下的规例；

「人民币」指中国法定货币人民币；

「144A条」是指《证券法》下的第144A条；

「《证券法》」指《1933年美国证券法》(经不时修订、补充或以其他方式修改)及据此颁布的规则及规例；

「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《证券及期货条例》(香港法例第571章)》(经不时修订、补充或以其他方式修改)；

「联交所」指香港联合交易所有限公司；

「独家保荐人」具有《上市规则》所给予的涵义，指国金证券；

「附属公司」具有《公司条例》所给予的涵义；

「美国」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人士」具有S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文(不论是否修改)；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」或「主体」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙(不论是否具有独立法人资格)；
- (i) 凡提述「包括」之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

2.1 在满足下文第 3 条所述条件 (或由各方共同宽免, 但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免, 且第3.1(e)条所载条件只能由公司、国金证券予以宽免) 后及在本协议其他条款和条件的规限下:

- (a) 根据国际发售和作为国际发售的一部分, 通过整体协调人、独家保荐人及/或其联属人士(以其作为国际发售相关部分的国际包销商的国际代表之身份), 投资者将按发售价认购投资者股份, 公司将按发售价向投资者发行、配发和配售, 整体协调人及独家保荐人将按发售价向投资者分配及/或交付(视情况而定)或促使分配及/或交付(视情况而定)投资者股份; 且
- (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。

2.2 投资者可藉在不迟于上市日期前三(3)个营业日向公司、整体协调人及独家保荐人送达书面通知, 选择通过投资者的一家全资附属公司认购投资者股份, 而该全资附属公司为专业投资者及(i)并非美国人士; (ii)位于美国境外; 及(iii)根据S规例在离岸交易中收购投资者股份, 但前提是:

- (a) 投资者须促使该全资附属公司于该日向公司及国金证券提供书面确认, 表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束, 以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出; 且
- (b) 投资者(i)无条件及不可撤销地向公司及国金证券各自保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺; 及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。

投资者在第2.2条下的义务构成直接、主要和无条件的义务, 必须应要求向公司及国金证券支付该全资附属公司在本协议下有责任支付的任何款项, 及应要求立即履行该全资附属公司在本协议下的任何义务, 而无须公司、独家保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指, 「投资者」一词在本协议中须解释为包括该全资附属公司。

2.3 公司、独家保荐人及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。

2.4 公司、独家保荐人及整体协调人(代表其自身和全球发售包销商)将按他们同意的方式厘定发售价。投资者股份的确切数目将由公司、独家保荐人及整体协调人根据附表一最终厘定, 而且除有明显错误外, 有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及公司、独家保荐人及整体协调人根据第2.1条发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务仅以于交割之时或之前满足或各方宽免下述各项条件(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由公司、国金证券予以宽免)为条件：
- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件(根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改)，以及任何前述包销协议未被终止；
 - (b) 公司、独家保荐人及整体协调人(代表全球发售包销商)已议定发售价；
 - (c) 联交所上市委员会已批准股上市及允许买卖H股(包括投资者股份以及其他适用豁免和批准)，有关批准、允许或豁免在H股开始于联交所买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案文件并在其网站公布备案结果，且已公布的接受通知及/或备案结果在H股开始在联交所交易前并未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成该等交易的有效命令或禁制令；且
 - (f) 投资者在本协议下的各项声明、保证、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。
- 3.2 倘各方于本协议日期后一百八十(180)天(或公司、投资者及国金证券可能书面约定的其他日期)当日或之前未能履行或宽免第3.1条所载的任何条件(但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免，且第3.1(f)条所载条件只能由公司、国金证券予以宽免)，投资者购买及公司、独家保荐人及整体协调人发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还(不计付利息)予投资者(一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成)，而本协议将停止及终止，公司及国金证券承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他

各方的应有权利或责任。为避免疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者各自在本协议项下作出的声明、保证及承诺和确认的行为。

- 3.3 投资者确认及明白不存在任何对于全球发售将会完成或不会被延期或终止或发售价格将处于公开文件所载列的示意性区间内的保证。若全球发售在所预期的日期及时间前因任何原因未完成、被延期或终止、或发售价格将处于公开文件所载列的示意性区间内的保证，则公司及国金证券或对投资者概不承担任何责任。投资者特此放弃就全球发售因任何原因在拟定的时间和日期内延迟或被终止，未能进行或在拟定的时间和日期内并没完成，或倘若发售价并非介乎发售文件所载的指标性范围，而向公司及国金证券及/或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利(如有)。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据全球发售及作为全球发售的一部分，通过整体协调人(及/或其联属人士)以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按公司、独家保荐人及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期(香港时间)上午8点或之前，以同日收款入账方式以立即可用资金以港元通过电汇向全球协调人和整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括(除其他事项外)付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期(「延迟交付日期」)向投资者交付全部或任何部分股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于不迟于实际延迟交付日期两(2)个营业日之前书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份(视情况而定)应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者持有人账户或中央结算系统股份账户。

本公司及国金证券承认，在第5.1条规定的禁售期届满后，投资者可在符合适用法律规定的情况下自由处置任何有关股份，但投资者须在出售前书面通知本公司及国金证券，应尽一切合理努力确保该等处置不会造成H股股份市场混乱或虚假，并在其他方面遵守所有适用法律。

5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 在进行该转让之前，该全资附属公司给予书面承诺(致达公司、独家保荐人及整体协调人及按令他们满意的条款以他们为受益人)同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (b) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证；
- (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须(及投资者须促使该附属公司)立即，及无论如何在不不再是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺(致达公司、独家保荐人及整体协调人及按令他们满意的条款以他们为受益人)，表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别地承担本协议项下所有责任及义务；且
- (e) 该全资附属公司(i)目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii)目前及将会位于美国境外，及(iii)根据证券法S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得公司及国金证券的事先书面同意，投资者及其紧密联系人直接及间接于公司全部已发行股本中拥有的总股权应低于公司全部已发行股本的10%(或于《上市规则》中不时就「主要股东」的界定规定的其他百分比)。在上市日期起12个月期间内，投资者不得成为公司核心关连人士。而且，投资者及其紧密联系人于本公司已发行股本总额中的(直接或间接)总持股量不得导致公众人士持有的公司证券总数(按上市规则所拟定及联交所所诠释(包括但不限于上市规则第8.08条))低于上市规则载列的所需百分比或联交所可能不时

批准并适用于公司的该等其他百分比。投资者同意如发现任何上述情况，将尽快以书面形式通知公司及国金证券。

- 5.4 投资者同意，投资者乃按自营投资基准于公司股本中持有股权，及应公司、独家保荐人及整体协调人合理请求向公司、独家保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的H股(投资者股份除外)或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与公司、公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》(包括上市指南第4.15章或香港监管部门发布的书面指引)不一致或相悖的任何安排或协议(包括任何附函)。

6. 承认、声明、承诺和保证

6.1 投资者向公司及国金证券分别承认、同意和确认：

- (a) 公司、国金证券及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将进行或完成(在任何特定期间内进行或完成或根本无法进行或完成)，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司(清盘及杂项条文)条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及作为展示文件；
- (c) 售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (d) 须根据上市规则提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向参与全球发售的整体协调人(定义见上市规则)披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

- (e) 投资者确认及同意本公司、国金证券及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买H股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于H股股份的所有必要资料（包括但不限于身份和认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及/或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (g) 投资者将根据及依据公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第18项应用指引在国际发售与香港公开发售之间的重新分配H股或上市指南第4.14章，或联交所可能批准及不时适用于公司的其他比例影响；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，公司及/或独家保荐人及/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议；
- (j) 投资者股份尚未亦将不会根据《证券法》或美国的任何州或其他司法管辖区证券法律登记，且不得在美国或向或为了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份(除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中),也不得在任何其他司法管辖区进行，但该等司法管辖区适用法律允许者除外；
- (k) 其明白及同意，仅可(A)依据第144A条或《证券法》下其他可用豁免在美国内部转让投资者股份；或(B)依据S规例在美国境外于「离岸交易」(定义见规例)中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，公司、独家保荐人及整体协调人、或国际发售的任何国际包销商均无就《证券法》下第144A条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明，或就投资者股份作出的任何广泛招揽或公开广告（按照证券法D规例的定义或以参与公开发售的任何方式（定义见证券法第4(2)条））；
- (m) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资

者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (n) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、董事、监事、高级管理人员、员工、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；
- (o) 其已收取(及可能在日后收取)可能构成有关投资者投资(及持有)投资者股份的重大非公开信息及/或内幕信息(定义见《证券及期货条例》),及其：
 - (i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表(「获授权接收人」)过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；
 - (ii)尽力确保其获授权接收人(按照本第6.1(o)条向其披露有关信息的人士)仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不得、且将确保其获授权接收人(按照本第6.1(o)条向其披露有关信息的人士)不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法(包括任何内幕交易条文)的，直接或间接购买、出售或买卖或交易H股或公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及/或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及/或其代表的任何其他材料(不论口头或书面)不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料(不论口头或书面)所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供(不论书面或口头)予投资者及/或其代表的任何其他材料作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供(不论书面或口头)或供应的任何其他材料可能在订立本协议后进一步予以修订, 及投资者在决定是否投资投资者股份时不得加以依赖, 及投资者在此同意相关修订(如有)及放弃与修订有关的权利(如有);
- (q) 本协议整体或单独不构成, 在美国或于其中作出出售证券要约属非法的任何其他司法管辖区, 出售证券要约;
- (r) 投资者、其任何联属人士或代表他们行事的任何人均未参与或将参与任何有关股的定向销售活动(定义见S规例);
- (s) 其已获其认为对评估收购投资者股份的投资价值及风险属必要或可取的所有信息, 及被给予询问公司及国金证券或有关公司、投资者股份或其认为对评估收购投资者股份的投资价值及风险必要或可取的其他相关事宜的问题并获得解答的机会, 且公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息;
- (t) 在作出投资决定时, 投资者仅已或将依赖公司发布的国际发售通函所提供的信息, 及尚未或将不会依赖公司、整体协调人及/或(包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士)或代上述人士于本协议日期或之前提供给投资者的任何其他信息, 及公司、整体协调人、及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺, 及公司、整体协调人、及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖国际发售通函中未载列的任何信息或材料, 或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任;
- (u) 独家保荐人、整体协调人、全球协调人、其他包销商、资本市场中介人及其各自董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的投资价值、认购、购买或发售投资者股份, 或公司或其附属公司的业务、经营、前景或状况(财务或其他)或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议; 及除非最终国际发售通函作出规定, 否则公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的投资价值、认购、购买或发售投资者股份, 或公司或其附属公司的业务、经营、前景或状况(财务或其他)或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议;

- (v) 投资者将遵守本协议下不时适用于其的所有限制(如有)、《上市规则》、有关其(直接或间接)出售其(直接或间接)为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资者股份之投资相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议(包括税务、监管、财务、会计、法律、货币及其他)，及其并未依赖及将无权依赖公司或任何独家保荐人或整体协调人或包销商所获取或开展或代上述人士获取或开展(视情况而定)的有关全球发售的任何建议(包括税务、监管、财务、会计、法律、货币及其他)、尽职审核或调查或其他建议或安慰，及公司、独家保荐人、整体协调人、或其各自联系人、联属人士、董事、监事、高级人员、雇员、顾问或代表均不对收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及公司、独家保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的任何各方，并未就将存在投资者股份的公开市场或活跃市场作出担保；
- (y) 若全球发售因任何原因被延期、终止或无法完成，则公司、独家保荐人、整体协调人、或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 公司、独家保荐人及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的股数拥有绝对酌情权及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者已同意于上市日期上午8:00(香港时间)前，或根据第4.5条商定的其他日子，支付总投资金额及有关经纪佣金和征费；
- (ab) 除本协议外，投资者与公司、公司任何股东、整体协调人及独家保荐人之间不存在与全球发售有关的其他协议；
- (ac) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；

(ad) 交易H股须遵守适用法律(包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制)；且

6.2 投资者向公司及国金证券分别进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动(包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权)；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记(「批准」)均已取得及具备十足效力及作用，及概无任何批准须受尚未满足或履行的任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司及国金证券；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律,包括按适用当局或机构或证券交易所(「监管机构」)的要求在时限内向联交所、证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供,或促使或促致直接或间接通过公司、独家保荐人及整体协调人向上述机构提供其所要求的信息,包括(i)投资者股份最终实益拥有人(如有)和/或最终负责发出有关收购指令的人士的身份信息(包括但不限于姓名、注册成立地点)(ii)本协议下进行的交易(包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制)、(iii)交易结构(包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料)、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系)(“**投资者相关信息**”),并接受及同意该等信息的披露。投资者进一步授权公司、独家保荐人及整体协调人或其各自联属人士向监管机构披露其要求的有关本协议项下交易向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息;
- (j) 投资者拥有有关财务及商业事宜的知识及经验,以致(i)其能评估投资者股份潜在投资的投资价值及风险;(ii)其能够承担该等投资的经济风险,包括完全损失于投资者股份的投资;(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息;及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富;
- (k) 其常规业务为买卖股份或债权证,或是专业投资者,及通过订立本协议,其不再为有关本协议下拟议的交易的国金证券及整体协调人的客户;
- (l) 其为自身利益、以自营投资基准作为主事人,以投资为目的认购投资者股份,并未旨在分销其在本协议下认购的任何投资者股份,及投资者无权提名任何人士担任公司董事或高级人员;
- (m) 若于美国境外认购投资者股份,其于S规例所指「离岸交易」中如此行事且其并非美国人士;
- (n) 投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份;
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于公司的第三方;(ii)(无论投资者与可能正订立(或已订立)本协议所述的任何其他协议的任何其他方存在任何关系)并非公司的关连人士(定义见《上市规则》)或其联系人,及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公司关连人士(定义

- 见《上市规则》),及将在紧接本协议完成后独立于有关控制公司的关连人士或不会与该等人士一致行事(定义见《香港公司收购及合并守则》);及(iii)并非受公司的任何核心关连人士(定义见《上市规则》)直接或间接融资、提供资金或支持,及并未习惯于接收及未曾接收任何该等核心关连人士有关收购、出售公司证券、就其进行表决或以其他方式处置公司证券的任何指令;
- (p) 投资者、其实益拥有人及/或联系人均非独家保荐人、整体协调人、全球发售的包销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1(《股本证券的配售指引》)赋予其的涵义;
 - (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者(定义见《上市规则》)管理。词语「全权管理投资组合」具有《上市规则》附录F1(《股本证券的配售指引》)赋予其的涵义;
 - (r) 投资者、其实益拥有人及其各自联系人均非公司或其联系人的董事(包括前12个月的董事)、监事或当前股东或上述任何人士的代名人;
 - (s) 投资者并未及将不会就分销H股与任何「分销商」(定义见S规例)订立任何合约安排,惟与其联属人士订立或经公司事先书面同意则除外;
 - (t) 除先前已书面通知国金证券外,投资者或其实益拥有人均不属于(a)联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别(「基石投资者」除外);或(b)按上市规则(包括但不限于上市规则第12.08A条)规定须在本公司配发结果公告中识别的任何承配人组别;
 - (u) 认购投资者股份将遵守《上市规则》附录F1(《股本证券的配售指引》)的条文及上市指南第4.15章以及证监会颁布的指引(经不时更新或修订);
 - (v) 投资者、其各自实益拥有人及/或联系人依据本协议认购投资者股份时并未获得公司任何关连人士、任何独家保荐人、整体协调人、或全球发售的任何包销商(直接或间接)融资;投资者及其每名联系人(如有)独立于已参与或将参与全球发售的其他投资者及其任何联系人,且与该等投资者及其任何联系人并无关连,包括不符合上市规则(包括上市指南第4.15章)的附函;

- (w) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (x) 投资者及其紧密联系人于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（定义见上市规则）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (xi) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.3 投资者向公司及国金证券声明及保证，附表二所载有关其及其所属的公司集团的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在公司及国金证券全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及公司、独家保荐人及整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明(包括附表二所载说明)。投资者承诺尽快提供有关其、其拥有权(包括最终实益拥有权)及/或公司、独家保荐人及整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或有权监管机构(包括联交所及证监会)的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后(如有)，投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。
- 6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，公司、独家保荐人、整体协调人、包销商、资本市场中介人及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知公司、独家保荐人及整体协调人。
- 6.5 投资者同意及承诺，在经要求后，对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致(包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为)针对公司、独家保荐人、整体协调人及全球发售的其他包销商(代表自身或以信托的形式代表各自联属人士)、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表(统称「获弥偿方」)提起或证明的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能以此

为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条(视情况而定)作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期(如适用)重申。

6.7 公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 公司及其控股股东(定义见《上市规则》)、本集团任何成员及其各自的联属人士、董事、高级人员、雇员和代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》(包括上市指南第4.15章)不一致的任何协议或安排(包括任何附函)；且
- (e) 除非本协议规定，公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条或第4.6条或第4.7条予以终止；
- (b) 倘若投资者于国际发售交割或(如适用)延迟交付日期或在此之前严重违反本协议(包括投资者严重违反本协议下的声明、保证、承诺及确认)，则由公司及国金证券(尽管本协议中任何条文存在相反的规定)单方予以终止；或

(c) 经全体各方书面同意予以终止。

7.2. 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务(除下文第8.1条所载保密义务外)及各方于本协议下的权利及责任(除下文第11条所载权利外)须终止且任何一方均不得针对该等其他方提出任何申索(前提是不损害任何一方于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任)。

8. 约定损害赔偿金

8.1 在投资者严重违反或未能履行其在本协议项下的任何重大义务、承诺或约定(包括但不限于未能按照本协议的规定按时足额支付认购股份的全部款项)，投资者应向公司支付相当于以下金额较高者的款项作为预先约定的损害赔偿金(而非罚金)：

(a) 本协议项下总投资金额的50%；

(b) 公司及其他股东因投资者违约所遭受的任何及所有直接及简接的损失、损害、索赔、责任、成本及开支的合理预估金额(包括但不限于合理的法律费用、顾问费用)。

8.2 公司有权向法院申请禁制令以阻止及强制执行投资者的违约行为。

8.3 投资者及公司确认本条款约定的赔偿金为对受诺方损失的合理预估，符合香港普通法下非罚金原则。

8.4 公司保留追究其他法律救济(如实际履行、额外损害赔偿)的权利。

9. 公告及机密性

9.1 除本协议以及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及公司、国金证券及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可以通过以下方式披露本协议：

(a) 向联交所、证监会、中国证监会及/或公司及/或独家保荐人及/或整体协调人受之监管的其他监管机构披露，及在公司将发行的公开文件及公司及/或独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中描述投资者的背景及公司与投资者之间的关系；

(b) 向该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理披露(仅按需要知道的原则)，前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事、高级

人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构(包括联交所、证监会及中国证监会)或证券交易所规则(包括根据《公司(清盘及杂项条文)条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供公众查阅)或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定披露。

- 9.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询公司、国金证券以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 9.3 公司须尽合理努力将任何公开文件中涉及本协议、公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者各自须与公司、国金证券通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向公司、国金证券及整体协调人其各自的法律顾问提供任何意见及验证文件。
- 9.4 投资者承诺立即提供就准备第9.1条提及的须作出的任何披露有关的所有合理要求的协助(包括提供公司、国金证券及整体协调人可合理要求的与之有关或涉及其拥有权(包括最终实益拥有权)及/或其他涉及本协议提述事项的进一步数据及/或辅助文档)以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令公司能够遵守适用的公司或证券登记及/或包括联交所和证监会在内的主管监管机构的要求。

10. 通知

- 10.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第10.2条规定的方式发送至以下地址：

若发送至公司，则发送至：

地址：深圳市盐田区沙头角保税区7栋7楼

电邮：hyan@xjgroup Ltd.com

收件人：胡彦

若发送至投资者，则发送至：

地址：香港中环遮打道18号历山大厦3401室

电邮：13092736661@qq.com

收件人：蔡佳

若发送至国金证券，则发送至：

地址：香港上环皇后大道中183号中远大厦35楼3501-08 室

电邮：yilu@hksinolink.com.hk

收件人：陆奕

- 10.2 本协议下的任何通知须以专人递送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电邮发送，则为发出之时；若通过预付邮件发送(在无提前接收证据的情况下),则为邮递48小时之后(或若通过空邮发送，则为六日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

11. 一般条款

- 11.1 各方确认及陈述已正式获其授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 11.2 除明显错误外，就本协议而言，公司及国金证券真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。
- 11.3 投资者、公司及国金证券在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及/或批准时应通力合作。
- 11.4 除非经全体各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 11.5 本协议仅以中文签署，并以中文版本为准。
- 11.6 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税(如有)须由相关转让人/卖方及相关受让人/买方平摊。
- 11.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 11.8 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

- 11.9 除投资者订立的保密协议外，本协议构成有关投资者于公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议(无论书面或口头)。
- 11.10 在本第11.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约(第三者权利)条例》强制执行本协议的任何条款，但并不影响除《合约(第三者权利)条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 未经第11.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。
- 11.11 国金证券及各自有权及特此获授权按照其认为合适的方式及条款(正式或非正式及不事先发出须发送给公司或投资者任何该等转授通知)将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，国金证券或各自须对其根据本分条向之转授相关权利、职责、权力及/或酌情权的其任何联属人士之所有作为及不作为负责。
- 11.12 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利(全部或部分)不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救(无论依法享有或其他)。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 11.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 11.14 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 11.15 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下,倘若投资者于上市日期或延迟交付日期(如适用)或之前存在违反其作出的保证之行为,则(尽管本协议任何其他条文存在相反规定)公司及国金证券有权取消本协议及本协议项下各方的所有责任即告终止。
- 11.16 各方均向其他方承诺,其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

12. 管辖法律和司法管辖权

- 12.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 12.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效(「争议」)须根据于递交仲裁申请之日具有效力的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英文。仲裁庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力,及可在具有司法管辖权的任何法院登录及强制执行,及各方不可撤销地及无条件地放弃任何及所有的向任何司法当局提出任何形式上诉、复核或追索的权利(只要该等放弃可有效作出)。尽管有前述规定,各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下,仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济,及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

13. 豁免

- 13.1 倘若在任何司法管辖区的任何法律程序(包括仲裁程序)中,投资者已经或可为其本身或其资产、财产或收入申请(基于主权或国家地位或其他)豁免任何诉讼、讼案、程序或其他法律程序(包括仲裁程序)、抵销、反申索、任何法院的司法管辖权、送达诉讼文件、扣押或协助执行任何判决、决定、裁定、命令或裁决(包括任何仲裁裁决)或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决(包括任何仲裁裁决)的其他诉讼、讼案或法律程序或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免(无论是否提出申请)之情况,投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

14. 诉讼文件送达代理人


- 14.1 投资者不可撤销地同意在收到公司通知后的五(5)个营业日内委任公司、国金证券及认可的诉讼文件代理人，为其及代表其在香港接收送达的诉讼文件。在送达至诉讼文件代理人后有关送达须被视为已完成(不论诉讼文件是否转寄至投资者或投资者是否接收)。投资者同意在委任诉讼文件代理人后尽快向公司及国金证券发送其接受委任文件的副本，并确保相关的委任不会影响公司的诉讼程序。

15. 副本

- 15.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立：

代表：
湖北香江电器股份有限公司

签字： | 

姓名： 潘允

职位： 董事长



代表：

湖北顺捷投资（香港）有限公司

签字：蔡佳

姓名：蔡佳

职位：董事



代表：
国金证券（香港）有限公司

签字：



姓名：

LU YI

职位：

企业融资部董事总经理

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于**40,000,000**人民币的港元(采用招股章程披露的港元兑人民币汇率计算得出)(包括投资者将支付的与投资者股份有关的经纪佣金及征费)除以(2)发售价，向下调整至最接近1,000股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、上市指南第4.14章及联交所授予的豁免(如有),如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」一节所载之情形,投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以符合上市规则项下的相关要求，包括但不限于(i)上市规则第8.08(3)条，其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)上市规则第8.08(1)条规定或联交所另行豁免的最低公众持股量规定。

附表二
投资者详情

投资者：湖北顺捷投资（香港）有限公司
注册办事处：香港中环遮打道18号历山大厦3401室
商业登记证号码：77819616
纳税人识别号：不适用
法定代表人：不适用
主要业务：管理咨询、投资及贸易
营业地址：香港中环遮打道18号历山大厦3401室
最终控股股东：蕲春县国有资产运营中心
股东及持有之权益：湖北顺捷旅游有限公司 (100%)
相关投资者类别（联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别）：基石投资者

2025年 6月 5日

湖北香江电器股份有限公司

及

香港兴黄控股有限公司

及

国金证券（香港）有限公司

基石投资协议

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本协议(「本协议」)于2025年6月5日订立

订约方：

- (1) 湖北香江电器股份有限公司，一家于中国成立的股份有限公司，其注册办事处位于中国湖北省蕲春县李时珍工业园凯迪大道旁(「公司」)；
- (2) 香港兴黄控股有限公司，一家于香港成立的有限公司，其注册办事处位于香港中环遮打道18号历山大厦3401室(「投资者」)；及
- (3) 国金证券(香港)有限公司，位于香港上环皇后大道中183号中远大厦35楼3501-08室，为根据《证券及期货条例》获发牌从事第1类(证券交易)、第2类(期货合约交易)、第4类(就证券提供意见)、第6类(就机构融资提供意见)及第9类(提供资产管理)受规管活动的持牌法团(「国金证券」)。

鉴于：

- (A) 公司申请其H股(定义见下文)以全球发售(「全球发售」)方式于联交所(定义见下文)主板上市，有关发售包括：
 - (i) 公司通过首次公开发售以供香港公众认购 6,822,000 H股(可予重新分配)(「香港公开发售」)；及
 - (ii) 依据《证券法》(定义见下文)S规例或《证券法》项下另一可豁免登记的情况于美国境外在离岸交易中向投资者(包括向香港的专业及机构投资者)，有条件配售公司提呈的 61,398,000 H股(可予重新分配)(「国际发售」)。
- (B) 就全球发售而言，(i)国金证券担任独家保荐人；(ii)国金证券及建银国际金融有限公司(「建银国际」)担任整体协调人、全球协调人、账簿管理人及牵头经办人。
- (C) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份(定义见下文)。

兹协议如下：

1. 定义及释义

在本协议(包括其附表)中，下述各个词语和表达具有下述涵义

除非文意另有所指，就特定个人或实体而言，「联属人士」指通过一层或多层中介直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词(包括「受.....控制」及「与.....受共同控制」)指拥有直接或

间接权力指示或安排指示某人士的管理及政策，不论是通过拥有表决权股份、合约抑或以其他方式；

「会财局」指香港会计及财务汇报局；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(f)条所给予的涵义；

「联系人/紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人/紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》附件8第7(1)段规定以总投资金额的1%计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子(星期六、星期日及香港公众假期除外)；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「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；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「《公司条例》」指《公司条例》(香港法例第622章)(经不时修订、补充或以其他方式修改)；

「《公司(清盘及杂项条文)条例》」指《公司(清盘及杂项条文)条例》(香港法例第32章)(经不时修订、补充或以其他方式修改)；

「关连人士/核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士/核心关连人士」须据此解释；

「《合约(第三者权利)条例》」指《合约(第三者权利)条例》(香港法例第623章)(经不时修订、补充或以其他方式修改)；

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释；

「延迟交付日期」指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，全球协调人和整体协调人根据第4.3条通知投资者的较晚日期；

就任何相关股份而言，「处置」包括直接或间接：

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券中的、或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益(包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何换股或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，而以现金或以其他方式结算；及「处置」须相应解释；

「FINI」指 **Fast Interface for New Issuance**，由香港结算营运的网上平台，所有新上市股份须使用该平台获准买卖及（如适用）收集以及处理相关认购及交收的特定数据；

「全球发售」具有叙文(A)所给予的涵义；

「有关政府部门」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、证券监察委员会、自我监管组织或其他非政府监管当局，或任何法院、司法机关、仲裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「本集团」指公司及其附属公司；

「H股」指公司普通股本中的境外上市外资股，每股面值为人民币1.00元，以港元进行交易，并拟在证券交易所上市；

「港元」指香港的法定货币；

「香港」指中国香港特别行政区；

「香港公开发售」具有叙文(A)所给予的涵义；

「获弥偿方」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「获弥偿方」指他们中的任何一个获弥偿方；

「国际发售」具有叙文(A)所给予的涵义；

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

「投资者股份」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由公司和国金证券厘定；

「全球协调人」指公司就全球发售委任的全球协调人；

「上市指南」指联交所发布的《新上市申请人指南》；

「法律」指所有相关司法管辖区的任何有关政府部门(包括联交所和证监会)的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「征费」在各种情况下指总投资金额0.0027%的证监会交易征费(或上市日期当时的交易征费)、0.00015%的会财局交易征费及0.00565%的联交所交易费(或上市日期当时的交易费)；

「上市日期」指H股股份首次于联交所主板上市的日期；

「《上市规则》」指《香港联合交易所有限公司证券上市规则》及联交所不时修订、补充或以其他方式修改的上市决定、指引和其他上市要求；

「禁售期」具有第5.1条所给予的涵义；

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

「整体协调人」具有《上市规则》所给予的涵义，指国金证券及建银国际；

「超额配售权」具有国际发售通函所给予的涵义；

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

「中国」指中华人民共和国，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

「中国证监会」指中国证券监督管理委员会；

「中国证监会备案规定」指中国证监刊发的《境内企业境外发行证券和上市管理试行办法》及支持性指引（经不时修订、补充或另行修改）；

「初步发售通函」指预期由公司就国际发售向有意投资者(包括投资者)发出的初步发售通函(经不时修订或补充)；

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

「招股章程」指公司就香港公开发售拟在香港发出的最终招股章程；

「公开文件」指国际发售的初步发售通函和国际发售通函，公司就香港公开发售拟在香港发出的招股章程和申请表，及公司就全球发售可能发出的其他文件和公告(均经不时修订或补充)；

「监管机构」具有第6.2(h)条所给予的涵义；

「相关股份」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组(不论该等交易以现金或以其他方式结算)因投资者股份产生的公司的任何股份或其他证券或权益；

「S规例」指《证券法》下的规例；

「人民币」指中国法定货币人民币；

「144A条」是指《证券法》下的第144A条；

「《证券法》」指《1933年美国证券法》(经不时修订、补充或以其他方式修改)及据此颁布的规则及规例；

「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《证券及期货条例》(香港法例第571章)》(经不时修订、补充或以其他方式修改)；

「联交所」指香港联合交易所有限公司；

「独家保荐人」具有《上市规则》所给予的涵义，指国金证券；

「附属公司」具有《公司条例》所给予的涵义；

「美国」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人士」具有S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文(不论是否修改)；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」或「主体」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙(不论是否具有独立法人资格)；
- (i) 凡提述「包括」之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第 3 条所述条件 (或由各方共同宽免, 但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免, 且第3.1(e)条所载条件只能由公司、国金证券予以宽免) 后及在本协议其他条款和条件的规限下:
- (a) 根据国际发售和作为国际发售的一部分, 通过整体协调人、独家保荐人及/或其联属人士(以其作为国际发售相关部分的国际包销商的国际代表之身份), 投资者将按发售价认购投资者股份, 公司将按发售价向投资者发行、配发和配售, 整体协调人及独家保荐人将按发售价向投资者分配及/或交付(视情况而定)或促使分配及/或交付(视情况而定)投资者股份; 且
 - (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前三(3)个营业日向公司、整体协调人及独家保荐人送达书面通知, 选择通过投资者的一家全资附属公司认购投资者股份, 而该全资附属公司为专业投资者及(i)并非美国人士; (ii)位于美国境外; 及(iii)根据S规例在离岸交易中收购投资者股份, 但前提是:
- (a) 投资者须促使该全资附属公司于该日向公司及国金证券提供书面确认, 表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束, 以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出; 且
 - (b) 投资者(i)无条件及不可撤销地向公司及国金证券各自保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺; 及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。
- 投资者在第2.2条下的义务构成直接、主要和无条件的义务, 必须应要求向公司及国金证券支付该全资附属公司在本协议下有责任支付的任何款项, 及应要求立即履行该全资附属公司在本协议下的任何义务, 而无须公司、独家保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指, 「投资者」一词在本协议中须解释为包括该全资附属公司。
- 2.3 公司、独家保荐人及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。
- 2.4 公司、独家保荐人及整体协调人(代表其自身和全球发售包销商)将按他们同意的方式厘定发售价。投资者股份的确切数目将由公司、独家保荐人及整体协调人根据附表一最终厘定, 而且除有明显错误外, 有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及公司、独家保荐人及整体协调人根据第2.1条发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务仅以于交割之时或之前满足或各方宽免下述各项条件(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由公司、国金证券予以宽免)为条件：

- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件(根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改),以及任何前述包销协议未被终止；
- (b) 公司、独家保荐人及整体协调人(代表全球发售包销商)已议定发售价；
- (c) 联交所上市委员会已批准股上市及允许买卖H股(包括投资者股份以及其他适用豁免和批准),有关批准、允许或豁免在H股开始于联交所买卖前未被撤销；
- (d) 中国证监会已接受中国证监会备案文件并在其网站公布备案结果，且已公布的接受通知及/或备案结果在H股开始在联交所交易前并未被拒绝、撤回、撤销或失效；
- (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成该等交易的有效命令或禁制令；且
- (f) 投资者在本协议下的各项声明、保证、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。

3.2 倘各方于本协议日期后一百八十(180)天(或公司、投资者及国金证券可能书面约定的其他日期)当日或之前未能履行或宽免第3.1条所载的任何条件(但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免，且第3.1(f)条所载条件只能由公司、国金证券予以宽免)，投资者购买及公司、独家保荐人及整体协调人发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还(不计付利息)予投资者(一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成),而本协议将停止及终止，公司及国金证券承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他

各方的应有权利或责任。为避免疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者各自在本协议项下作出的声明、保证及承诺和确认的行为。

- 3.3 投资者确认及明白不存在任何对于全球发售将会完成或不会被延期或终止或发售价格将处于公开文件所载列的示意性区间内的保证。若全球发售在所预期的日期及时间前因任何原因未完成、被延期或终止、或发售价格将处于公开文件所载列的示意性区间内的保证，则公司及国金证券或对投资者概不承担任何责任。投资者特此放弃就全球发售因任何原因在拟定的时间和日期内延迟或被终止，未能进行或在拟定的时间和日期内并没完成，或倘若发售价并非介乎发售文件所载的指标性范围，而向公司及国金证券及/或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利(如有)。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据全球发售及作为全球发售的一部分，通过整体协调人(及/或其联属人士)以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按公司、独家保荐人及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期(香港时间)上午8点或之前，以同日收款入账方式以立即可用资金以港元通过电汇向全球协调人和整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括(除其他事项外)付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期(「延迟交付日期」)向投资者交付全部或任何部分股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于不迟于实际延迟交付日期两(2)个营业日之前书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份(视情况而定)应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者持有人账户或中央结算系统股份账户。

- 4.5 在不损害第4.3条的原则下，投资者股份亦可以公司、独家保荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付及付款，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款(不论全部或部分)，公司及国金证券各自绝对酌情保留终止本协议的权利，在此情况下公司及国金证券的所有义务及责任须停止和终止(但不得损害公司及国金证券因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利)。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。
- 4.7 倘若因超出公司及国金证券(视情况而定)控制之外的情况阻止或延误公司、国金证券及其各自的联属人士履行其在本协议下的义务，则公司、国金证券及其各自的联属人士均无须(不论是共同还是各别)就任何未能或延迟履行其在本协议下的义务承担法律责任，并有权终止本协议，该等情况包括但不限于天灾、水灾、战争(不论是否已宣战)、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他劳工行动、电力或其他供应出现一般故障、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷、流行病、大流行病或疾病的爆发(包括但不限于2019冠状病毒病的爆发)以及任何现有或未来的法律、条例、法规、任何现有或未来的政府活动行为或类似行为发生改变。
- 4.8 根据上市规则8.08(3)条的要求，公众持股部分由前三大公众股东持有的百分比不得超过50%。如果发生了违反该要求的情况及/或未能于上市日期符合上市规则第8.08(1)条下的最低公众持股量要求或联交所豁免的其他规定，独家保荐人、整体协调人和本公司有权经其全权和绝对酌情全调整投资者拟认购的投资者股份的数量，以满足上市规则8.08条的要求(受限於联交所批准的任何该等豁免)。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者与公司、国金证券议定、契诺并向其承诺，未经公司及国金证券各自的事先书面同意，投资者不会并促使其联属人士不会自上市日期(包括该日期)起至上市日期后三(3)年期限内(「禁售期」)的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利，或同意或订立或公开宣布有意订立此类交易；(ii)允许其在最终实益拥有人层面发生控制权变更(定义见证监会颁布的《公司收购、合并及股份回购守则》)；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

本公司及国金证券承认，在第5.1条规定的禁售期届满后，投资者可在符合适用法律规定的情况下自由处置任何有关股份，但投资者须在出售前书面通知本公司及国金证券，应尽一切合理努力确保该等处置不会造成H股市场混乱或虚假，并在其他方面遵守所有适用法律。

5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 在进行该转让之前，该全资附属公司给予书面承诺(致达公司、独家保荐人及整体协调人及按令他们满意的条款以他们为受益人)同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (b) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证；
- (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须(及投资者须促使该附属公司)立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促使该附属公司发出书面承诺(致达公司、独家保荐人及整体协调人及按令他们满意的条款以他们为受益人)，表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别地承担本协议项下所有责任及义务；且
- (e) 该全资附属公司(i)目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii)目前及将会位于美国境外，及(iii)根据证券法S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得公司及国金证券的事先书面同意，投资者及其紧密联系人直接及间接于公司全部已发行股本中拥有的总股权应低于公司全部已发行股本的10%(或于《上市规则》中不时就「主要股东」的界定规定的其他百分比)。在上市日期起12个月期间内，投资者不得成为公司核心关连人士。而且，投资者及其紧密联系人于本公司已发行股本总额中的(直接或间接)总持股量不得导致公众人士持有的公司证券总数(按上市规则所拟定及联交所所诠释(包括但不限于上市规则第8.08条))低于上市规则载列的所需百分比或联交所可能不时

批准并适用于公司的该等其他百分比。投资者同意如发现任何上述情况，将尽快以书面形式通知公司及国金证券。

- 5.4 投资者同意，投资者乃按自营投资基准于公司股本中持有股权，及应公司、独家保荐人及整体协调人合理请求向公司、独家保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的H股(投资者股份除外)或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与公司、公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》(包括上市指南第4.15章或香港监管部门发布的书面指引)不一致或相悖的任何安排或协议(包括任何附函)。

6. 承认、声明、承诺和保证

6.1 投资者向公司及国金证券分别承认、同意和确认：

- (a) 公司、国金证券及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将进行或完成(在任何特定期间内进行或完成或根本无法进行或完成)，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司(清盘及杂项条文)条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及作为展示文件；
- (c) 售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (d) 须根据上市规则提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向参与全球发售的整体协调人(定义见上市规则)披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

- (e) 投资者确认及同意本公司、国金证券及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买H股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于H股股份的所有必要资料（包括但不限于身份和认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及/或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (g) 投资者将根据及依据公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第18项应用指引在国际发售与香港公开发售之间的重新分配H股或上市指南第4.14章，或联交所可能批准及不时适用于公司的其他比例影响；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，公司及/或独家保荐人及/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议；
- (j) 投资者股份尚未亦将不会根据《证券法》或美国的任何州或其他司法管辖区证券法律登记，且不得在美国或向或为了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份(除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中),也不得在任何其他司法管辖区进行，但该等司法管辖区适用法律允许者除外；
- (k) 其明白及同意，仅可(A)依据第144A条或《证券法》下其他可用豁免在美国内部转让投资者股份；或(B)依据S规例在美国境外于「离岸交易」(定义见规例)中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，公司、独家保荐人及整体协调人、或国际发售的任何国际包销商均无就《证券法》下第144A条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明，或就投资者股份作出的任何广泛招揽或公开广告（按照证券法D规例的定义或以参与公开发售的任何方式（定义见证券法第4(2)条））；
- (m) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资

者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (n) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商以及本公司、其各自的联属人士、董事、监事、高级管理人员、员工、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；
- (o) 其已收取(及可能在日后收取)可能构成有关投资者投资(及持有)投资者股份的重大非公开信息及/或内幕信息(定义见《证券及期货条例》),及其：(i)在有关信息因投资者或其任何联属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表(「获授权接收人」)过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人(按照本第6.1(o)条向其披露有关信息的人士)仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不得、且将确保其获授权接收人(按照本第6.1(o)条向其披露有关信息的人士)不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法(包括任何内幕交易条文)的，直接或间接购买、出售或买卖或交易H股或公司或其联属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及/或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及/或其代表的任何其他材料(不论口头或书面)不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料(不论口头或书面)所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供(不论书面或口头)予投资者及/或其代表的任何其他材料作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供(不论书面或口头)或供应的任何其他材料可能在订立本协议后进一步予以修订,及投资者在决定是否投资投资者股份时不得加以依赖,及投资者在此同意相关修订(如有)及放弃与修订有关的权利(如有);
- (q) 本协议整体或单独不构成,在美国或于其中作出出售证券要约属非法的任何其他司法管辖区,出售证券要约;
- (r) 投资者、其任何附属人士或代表他们行事的任何人均未参与或将参与任何有关股的定向销售活动(定义见S规例);
- (s) 其已获其认为对评估收购投资者股份的投资价值及风险属必要或可取的所有信息,及被给予询问公司及国金证券或有关公司、投资者股份或其认为对评估收购投资者股份的投资价值及风险必要或可取的其他相关事宜的问题并获得解答的机会,且公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息;
- (t) 在作出投资决定时,投资者仅已或将依赖公司发布的国际发售通函所提供的信息,及尚未或将不会依赖公司、整体协调人及/或(包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士)或代上述人士于本协议日期或之前提供给投资者的任何其他信息,及公司、整体协调人、及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺,及公司、整体协调人、及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其附属人士不因使用或依赖国际发售通函中未载列的任何信息或材料,或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及附属人士负有任何法律责任;
- (u) 独家保荐人、整体协调人、全球协调人、其他包销商、资本市场中介人及其各自董事、监事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表、合伙人及顾问均未就投资者股份的投资价值、认购、购买或发售投资者股份,或公司或其附属公司的业务、经营、前景或状况(财务或其他)或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议;及除非最终国际发售通函作出规定,否则公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、附属人士、代表及顾问均不对投资者股份的投资价值、认购、购买或发售投资者股份,或公司或其附属公司的业务、经营、前景或状况(财务或其他)或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议;

- (v) 投资者将遵守本协议下不时适用于其的所有限制(如有)、《上市规则》、有关其(直接或间接)出售其(直接或间接)为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资者股份之投资相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议(包括税务、监管、财务、会计、法律、货币及其他)，及其并未依赖及将无权依赖公司或任何独家保荐人或整体协调人或包销商所获取或开展或代上述人士获取或开展(视情况而定)的有关全球发售的任何建议(包括税务、监管、财务、会计、法律、货币及其他)、尽职审核或调查或其他建议或安慰，及公司、独家保荐人、整体协调人、或其各自联系人、联属人士、董事、监事、高级人员、雇员、顾问或代表均不对收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及公司、独家保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的任何各方，并未就将存在投资者股份的公开市场或活跃市场作出担保；
- (y) 若全球发售因任何原因被延期、终止或无法完成，则公司、独家保荐人、整体协调人、或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 公司、独家保荐人及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的股数拥有绝对酌情权及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者已同意于上市日期上午8:00(香港时间)前，或根据第4.5条商定的其他日子，支付总投资金额及有关经纪佣金和征费；
- (ab) 除本协议外，投资者与公司、公司任何股东、整体协调人及独家保荐人之间不存在与全球发售有关的其他协议；
- (ac) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；

- (ad) 交易H股须遵守适用法律(包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制)；且

6.2 投资者向公司及国金证券分别进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动(包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权)；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记(「批准」)均已取得及具备十足效力及作用，及概无任何批准须受尚未满足或履行的任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司及国金证券；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府的部门的任何裁决、命令或判令；

- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律,包括按适用当局或机构或证券交易所(「监管机构」)的要求在时限内向联交所、证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供,或促使或促致直接或间接通过公司、独家保荐人及整体协调人向上述机构提供其所要求的信息,包括(i)投资者股份最终实益拥有人(如有)和/或最终负责发出有关收购指令的人士的身份信息(包括但不限于姓名、注册成立地点)(ii)本协议下进行的交易(包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制)、(iii)交易结构(包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料)、(iv)投资者或其实益所有人和联系人及本公司及其任何股东的任何关联关系)(“投资者相关信息”),并接受及同意该等信息的披露。投资者进一步授权公司、独家保荐人及整体协调人或其各自联属人士向监管机构披露其要求的有关本协议项下交易向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息;
- (j) 投资者拥有有关财务及商业事宜的知识及经验,以致(i)其能评估投资者股份潜在投资的投资价值及风险;(ii)其能够承担该等投资的经济风险,包括完全损失于投资者股份的投资;(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息;及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富;
- (k) 其常规业务为买卖股份或债权证,或是专业投资者,及通过订立本协议,其不再为有关本协议下拟议的交易的国金证券及整体协调人的客户;
- (l) 其为自身利益、以自营投资基准作为主事人,以投资为目的认购投资者股份,并未旨在分销其在本协议下认购的任何投资者股份,及投资者无权提名任何人士担任公司董事或高级人员;
- (m) 若于美国境外认购投资者股份,其于S规例所指「离岸交易」中如此行事且其并非美国人士;
- (n) 投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份;
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于公司的第三方;(ii)(无论投资者与可能正订立(或已订立)本协议所述的任何其他协议的任何其他方存在任何关系)并非公司的关连人士(定义见《上市规则》)或其联系人,及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公司关连人士(定义

见《上市规则》),及将在紧接本协议完成后独立于有关控制公司的关连人士或不会与该等人士一致行事(定义见《香港公司收购及合并守则》);及(iii)并非受公司的任何核心关连人士(定义见《上市规则》)直接或间接融资、提供资金或支持,及并未习惯于接收及未曾接收任何该等核心关连人士有关收购、出售公司证券、就其进行表决或以其他方式处置公司证券的任何指令;

- (p) 投资者、其实益拥有人及/或联系人均非独家保荐人、整体协调人、全球发售的包销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1(《股本证券的配售指引》)赋予其的涵义;
- (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者(定义见《上市规则》)管理。词语「全权管理投资组合」具有《上市规则》附录F1(《股本证券的配售指引》)赋予其的涵义;
- (r) 投资者、其实益拥有人及其各自联系人均非公司或其联系人的董事(包括前12个月的董事)、监事或当前股东或上述任何人士的代名人;
- (s) 投资者并未及将不会就分销H股与任何「分销商」(定义见S规例)订立任何合约安排,惟与其联属人士订立或经公司事先书面同意则除外;
- (t) 除先前已书面通知国金证券外,投资者或其实益拥有人均不属于(a)联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别(「基石投资者」除外);或(b)按上市规则(包括但不限于上市规则第12.08A条)规定须在本公司配发结果公告中识别的任何承配人组别;
- (u) 认购投资者股份将遵守《上市规则》附录F1(《股本证券的配售指引》)的条文及上市指南第4.15章以及证监会颁布的指引(经不时更新或修订);
- (v) 投资者、其各自实益拥有人及/或联系人依据本协议认购投资者股份时并未获得公司任何关连人士、任何独家保荐人、整体协调人、或全球发售的任何包销商(直接或间接)融资;投资者及其每名联系人(如有)独立于已参与或将参与全球发售的其他投资者及其任何联系人,且与该等投资者及其任何联系人并无关连,包括不符合上市规则(包括上市指南第4.15章)的附函;

- (w) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (x) 投资者及其紧密联系人于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（定义见上市规则）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (xi) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.3 投资者向公司及国金证券声明及保证，附表二所载有关其及其所属的公司集团的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的前提下，若在公司及国金证券全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及公司、独家保荐人及整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明(包括附表二所载说明)。投资者承诺尽快提供有关其、其拥有权(包括最终实益拥有权)及/或公司、独家保荐人及整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或有权监管机构(包括联交所及证监会)的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后(如有)，投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。
- 6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，公司、独家保荐人、整体协调人、包销商、资本市场中介人及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任何方面不再准确及完整或变得具有误导性时立即书面通知公司、独家保荐人及整体协调人。
- 6.5 投资者同意及承诺，在经要求后，对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致(包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为)针对公司、独家保荐人、整体协调人及全球发售的其他包销商(代表自身或以信托的形式代表各自联属人士)、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表(统称「获弥偿方」)提起或证明的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能以此

为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条(视情况而定)作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期(如适用)重申。

6.7 公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 公司及其控股股东(定义见《上市规则》)、本集团任何成员及其各自的联属人士、董事、高级人员、雇员和代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》(包括上市指南第4.15章)不一致的任何协议或安排(包括任何附函)；且
- (e) 除非本协议规定，公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条或第4.6条或第4.7条予以终止；
- (b) 倘若投资者于国际发售交割或(如适用)延迟交付日期或在此之前严重违反本协议(包括投资者严重违反本协议下的声明、保证、承诺及确认)，则由公司及国金证券(尽管本协议中任何条文存在相反的规定)单方予以终止；或

(c) 经全体各方书面同意予以终止。

7.2. 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务(除下文第8.1条所载保密义务外)及各方于本协议下的权利及责任(除下文第11条所载权利外)须终止且任何一方均不得针对该等其他方提出任何申索(前提是不损害任何一方于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任)。

8. 约定损害赔偿金

8.1 在投资者严重违反或未能履行其在本协议项下的任何重大义务、承诺或约定(包括但不限于未能按照本协议的规定按时足额支付认购股份的全部款项)，投资者应向公司支付相当于以下金额较高者的款项作为预先约定的损害赔偿金(而非罚金)：

(a) 本协议项下总投资金额的50%；

(b) 公司及其他股东因投资者违约所遭受的任何及所有直接及简接的损失、损害、索赔、责任、成本及开支的合理预估金额(包括但不限于合理的法律费用、顾问费用)。

8.2 公司有权向法院申请禁制令以阻止及强制执行投资者的违约行为。

8.3 投资者及公司确认本条款约定的赔偿金为对受诺方损失的合理预估，符合香港普通法下非罚金原则。

8.4 公司保留追究其他法律救济(如实际履行、额外损害赔偿)的权利。

9. 公告及机密性

9.1 除本协议以及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及公司、国金证券及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可以通过以下方式披露本协议：

(a) 向联交所、证监会、中国证监会及/或公司及/或独家保荐人及/或整体协调人受之监管的其他监管机构披露，及在公司将发行的公开文件及公司及/或独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中描述投资者的背景及公司与投资者之间的关系；

(b) 向该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理披露(仅按需要知道的原则)，前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事、高级

人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构(包括联交所、证监会及中国证监会)或证券交易所规则(包括根据《公司(清盘及杂项条文)条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供公众查阅)或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定披露。

9.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询公司及国金证券以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。

9.3 公司须尽合理努力将任何公开文件中涉及本协议、公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者各自须与公司及国金证券通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向公司、国金证券及整体协调人其各自的法律顾问提供任何意见及验证文件。

9.4 投资者承诺立即提供就准备第9.1条提及的须作出的任何披露有关的所有合理要求的协助(包括提供公司、国金证券及整体协调人可合理要求的与之有关或涉及其拥有权(包括最终实益拥有权)及/或其他涉及本协议提述事项的进一步数据及/或辅助文档)以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令公司能够遵守适用的公司或证券登记及/或包括联交所和证监会在内的主管监管机构的要求。

10. 通知

10.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第10.2条规定的方式发送至以下地址：

若发送至公司，则发送至：

地址：深圳市盐田区沙头角保税区7栋7楼

电邮：hyan@xjgroupltd.com

收件人：胡彦

若发送至投资者，则发送至：

地址：香港中环遮打道18号历山大厦3401室

电邮：623698062@qq.com

收件人：潘蒙

若发送至国金证券，则发送至：

地址：香港上环皇后大道中183号中远大厦35楼3501-08 室

电邮：yilu@hksinolink.com.hk

收件人：陆奕

- 10.2 本协议下的任何通知须以专人递送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电邮发送，则为发出之时；若通过预付邮件发送(在无提前接收证据的情况下),则为邮递48小时之后(或若通过空邮发送，则为六日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

11. 一般条款

- 11.1 各方确认及陈述已正式获其授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 11.2 除明显错误外，就本协议而言，公司及国金证券真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。
- 11.3 投资者、公司及国金证券在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及/或批准时应通力合作。
- 11.4 除非经全体各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 11.5 本协议仅以中文签署，并以中文版本为准。
- 11.6 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税(如有)须由相关转让人/卖方及相关受让人/买方平摊。
- 11.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 11.8 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

- 11.9 除投资者订立的保密协议外，本协议构成有关投资者于公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议(无论书面或口头)。
- 11.10 在本第11.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约(第三者权利)条例》强制执行本协议的任何条款，但并不影响除《合约(第三者权利)条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
 - (b) 未经第11.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。
- 11.11 国金证券及各自有权及特此获授权按照其认为合适的方式及条款(正式或非正式及不事先发出须发送给公司或投资者任何该等转授通知)将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，国金证券或各自须对其根据本分条向之转授相关权利、职责、权力及/或酌情权的其任何联属人士之所有作为及不作为负责。
- 11.12 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利(全部或部分)不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救(无论依法享有或其他)。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文的所有违反行为的豁免不得生效或被默示生效。
- 11.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
 - (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 11.14 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

11.15 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下,倘若投资者于上市日期或延迟交付日期(如适用)或之前存在违反其作出的保证之行为,则(尽管本协议任何其他条文存在相反规定)公司及国金证券有权取消本协议及本协议项下各方的所有责任即告终止。

11.16 各方均向其他方承诺,其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

12. 管辖法律和司法管辖权

12.1 本协议及各方之间的关系受香港法例管辖并据其解释。

12.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效(「争议」)须根据于递交仲裁申请之日具有效力的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英文。仲裁庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力,及可在具有司法管辖权的任何法院登录及强制执行,及各方不可撤销地及无条件地放弃任何及所有的向任何司法当局提出任何形式上诉、复核或追索的权利(只要该等放弃可有效作出)。尽管有前述规定,各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下,仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济,及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

13. 豁免

13.1 倘若在任何司法管辖区的任何法律程序(包括仲裁程序)中,投资者已经或可为其本身或其资产、财产或收入申请(基于主权或国家地位或其他)豁免任何诉讼、讼案、程序或其他法律程序(包括仲裁程序)、抵销、反申索、任何法院的司法管辖权、送达诉讼文件、扣押或协助执行任何判决、决定、裁定、命令或裁决(包括任何仲裁裁决)或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决(包括任何仲裁裁决)的其他诉讼、讼案或法律程序或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免(无论是否提出申请)之情况,投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

14. 诉讼文件送达代理人

14.1 投资者不可撤销地同意在收到公司通知后的五(5)个营业日内委任公司、国金证券及认可的诉讼文件代理人,为其及代表其在香港接收送达的

诉讼文件。在送达至诉讼文件代理人后有关送达须被视为已完成(不论诉讼文件是否转寄至投资者或投资者是否接收)。投资者同意在委任诉讼文件代理人后尽快向公司及国金证券发送其接受委任文件的副本，并确保相关的委任不会影响公司的诉讼程序。

15. 副本

- 15.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立：

代表：
湖北香江电器股份有限公司



签字：



姓名：

潘军

职位：

董事长

代表：

香港兴黄控股有限公司

签字：

占俊

姓名：

占俊

职位：

董事



代表：
国金证券（香港）有限公司

签字：



姓名：LU Yi

职位：企业融资部董事总经理

附表一 投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于**30,000,000**人民币的港元(采用招股章程披露的港元兑人民币汇率计算得出)(包括投资者将支付的与投资者股份有关的经纪佣金及征费)除以(2)发售价，向下调整至最接近1,000股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、上市指南第4.14章及联交所授予的豁免(如有),如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」一节所载之情形,投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以符合上市规则项下的相关要求，包括但不限于(i)上市规则第8.08(3)条，其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)上市规则第8.08(1)条规定或联交所另行豁免的最低公众持股量规定。

附表二
投资者详情

投资者：香港兴黄控股有限公司

注册办事处：香港中环遮打道18号历山大厦3401室

商业登记证号码：77819454

纳税人识别号：不适用

法定代表人：不适用

主要业务：管理咨询、投资及贸易

营业地址：香港中环遮打道18号历山大厦3401室

最终控股股东：黄冈市人民政府国有资产监督管理委员会

股东及持有之权益：黄冈市国有资产经营有限公司 (100%)

相关投资者类别（联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别）：基石投资者

2025年 6月 5日

湖北香江电器股份有限公司

及

香港云星科技贸易管理有限公司

及

国金证券（香港）有限公司

基石投资协议

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本协议(「本协议」)于2025年6月5日订立

订约方：

- (1) 湖北香江电器股份有限公司，一家于中国成立的股份有限公司，其注册办事处位于中国湖北省蕲春县李时珍工业园凯迪大道旁(「公司」)；
- (2) 香港云星科技贸易管理有限公司，一家于香港成立的有限公司，其注册办事处位于香港旺角弥敦道582-592号信和中心701室(「投资者」)；及
- (3) 国金证券(香港)有限公司，位于香港上环皇后大道中183号中远大厦35楼3501-08室，为根据《证券及期货条例》获发牌从事第1类(证券交易)、第2类(期货合约交易)、第4类(就证券提供意见)、第6类(就机构融资提供意见)及第9类(提供资产管理)受规管活动的持牌法团(「国金证券」)。

鉴于：

- (A) 公司申请其H股(定义见下文)以全球发售(「全球发售」)方式于联交所(定义见下文)主板上市，有关发售包括：
 - (i) 公司通过首次公开发售以供香港公众认购 6,822,000 H股(可予重新分配)(「香港公开发售」)；及
 - (ii) 依据《证券法》(定义见下文)S规例或《证券法》项下另一可豁免登记的情况于美国境外在离岸交易中向投资者(包括向香港的专业及机构投资者)，有条件配售公司提呈的 61,398,000 H股(可予重新分配)(「国际发售」)。
- (B) 就全球发售而言，(i)国金证券担任独家保荐人；(ii)国金证券及建银国际金融有限公司(「建银国际」)担任整体协调人、全球协调人、账簿管理人及牵头经办人。
- (C) 投资者有意根据及受限于本协议所载的条款和条件，于国际发售中认购投资者股份(定义见下文)。

兹协议如下：

1. 定义及释义

在本协议(包括其附表)中，下述各个词语和表达具有下述涵义

除非文意另有所指，就特定个人或实体而言，「联属人士」指通过一层或多层中介直接或间接控制该特定个人或实体、受该特定个人或实体控制，或与该特定个人或实体受共同控制的任何个人或实体。就本定义而言，「控制」一词(包括「受……控制」及「与……受共同控制」)指拥有直接或

间接权力指示或安排指示某人士的管理及政策，不论是通过拥有表决权股份、合约抑或以其他方式；

「会财局」指香港会计及财务汇报局；

「总投资金额」指等于发售价乘以投资者股份数目之金额；

「批准」具有第6.2(f)条所给予的涵义；

「联系人/紧密联系人」具有《上市规则》赋予该词的涵义，复数形式的「联系人/紧密联系人」须据此解释；

「经纪佣金」指按《上市规则》附件8第7(1)段规定以总投资金额的1%计算的经纪佣金；

「营业日」指香港持牌银行通常向香港公众开放办理一般银行业务及联交所开放办理证券交易业务的日子(星期六、星期日及香港公众假期除外)；

「中央结算系统」指香港中央结算有限公司建立和运作的香港中央结算及交收系统；

「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；

「交割」指根据本协议条款和条件认购投资者股份的交割；

「《公司条例》」指《公司条例》(香港法例第622章)(经不时修订、补充或以其他方式修改)；

「《公司(清盘及杂项条文)条例》」指《公司(清盘及杂项条文)条例》(香港法例第32章)(经不时修订、补充或以其他方式修改)；

「关连人士/核心关连人士」具有《上市规则》赋予该词的涵义，复数形式的「关连人士/核心关连人士」须据此解释；

「《合约(第三者权利)条例》」指《合约(第三者权利)条例》(香港法例第623章)(经不时修订、补充或以其他方式修改)；

「控股股东」除非文意另有所指，具有《上市规则》赋予该词的涵义，复数形式的「控股股东」须据此解释；

「延迟交付日期」指在香港公开发售和国际发售包销协议已订立及已成为无条件且未终止的前提下，全球协调人和整体协调人根据第4.3条通知投资者的较晚日期；

就任何相关股份而言，「处置」包括直接或间接；

- (i) 对相关股份或可转换为或可行使为或可交换为该等相关股份的任何其他证券中的、或附有权利获取该等相关股份的任何其他证券中的任何法定或实益权益(包括通过设立或同意设立、出售或授予或同意出售或授予任何用以购买、认购、借贷或另行转让或处置购股权、合约、认股权证或权利的购股权或合约，或者购买或同意购买任何用以出售的购股权、合约、认股权证或权利)进行提呈发售、质押、抵押、出售、按揭、借贷、设立、转让、出让或另行处置，或者就前述任何法定或实益权益设立任何性质的第三方权利，或者订约进行前述事宜，而不论是直接还是间接，有条件还是无条件；或
- (ii) 订立任何换股或其他安排以向他人全部或部分转让该等相关股份或该等其他证券或当中任何权益的任何经济后果或所有权权能；或
- (iii) 直接或间接订立与上文第(i)和(ii)段所述任何前述交易具有相同经济效果的任何其他交易；或
- (iv) 同意或订约或公开发布有意进行、订立上文第(i)、(ii)和(iii)段所述的任何前述交易，在各种情况下，均不论上文第(i)、(ii)和(iii)段所述的任何前述交易是否将通过交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券，而以现金或以其他方式结算；及「处置」须相应解释；

「FINI」指 Fast Interface for New Issuance，由香港结算营运的网上平台，所有新上市股份须使用该平台获准买卖及（如适用）收集以及处理相关认购及交收的特定数据；

「全球发售」具有叙文(A)所给予的涵义；

「有关政府部门」指任何政府、监管或管理委员会、委员会、机关、部门或机构，或任何证券交易所、证券监察委员会、自我监管组织或其他非政府监管当局，或任何法院、司法机关、审裁机构或仲裁员，在各种情况下，均不论是否为全国、中央、联邦、省、州、地区、市政、地方、国内、国外或超国家；

「本集团」指公司及其附属公司；

「H股」指公司普通股本中的境外上市外资股，每股面值为人民币1.00元，以港元进行交易，并拟在证券交易所上市；

「港元」指香港的法定货币；

「香港」指中国香港特别行政区；

「香港公开发售」具有叙文(A)所给予的涵义；

「获弥偿方」具有第6.5条所给予的涵义，及在文意所需之处，单数形式的「获弥偿方」指他们中的任何一个获弥偿方；

「国际发售」具有叙文(A)所给予的涵义；

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

「投资者股份」指在国际发售中可供投资者根据本协议条款和条件认购的H股数目，其根据附表一的规定进行计算，并由公司和国金证券厘定；

「全球协调人」指公司就全球发售委任的全球协调人；

「上市指南」指联交所发布的《新上市申请人指南》；

「法律」指所有相关司法管辖区的任何有关政府部门(包括联交所和证监会)的所有法律、法规、立法、条例、规则、规例、指引、意见、通知、通函、指令、要求、命令、判决、判令或裁定；

「征费」在各种情况下指总投资金额0.0027%的证监会交易征费(或上市日期当时的交易征费)、0.00015%的会财局交易征费及0.00565%的联交所交易费(或上市日期当时的交易费)；

「上市日期」指H股股份首次于联交所主板上市的日期；

「《上市规则》」指《香港联合交易所有限公司证券上市规则》及联交所不时修订、补充或以其他方式修改的上市决定、指引和其他上市要求；

「禁售期」具有第5.1条所给予的涵义；

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

「整体协调人」具有《上市规则》所给予的涵义，指国金证券及建银国际；

「超额配售权」具有国际发售通函所给予的涵义；

「各方」指本协议指明的各方；及在文意所需之处，「一方」指他们中的任何一方；

「中国」指中华人民共和国，仅就本协议而言，不包括中国香港、澳门特别行政区和台湾；

「中国证监会」指中国证券监督管理委员会；

「中国证监会备案规定」指中国证监会刊发的《境内企业境外发行证券和上市管理试行办法》及支持性指引（经不时修订、补充或另行修改）；

「初步发售通函」指预期由公司就国际发售向有意投资者(包括投资者)发出的初步发售通函(经不时修订或补充)；

「专业投资者」具有《证券及期货条例》附表1第1部所给予的涵义；

「招股章程」指公司就香港公开发售拟在香港发出的最终招股章程；

「公开文件」指国际发售的初步发售通函和国际发售通函，公司就香港公开发售拟在香港发出的招股章程和申请表，及公司就全球发售可能发出的其他文件和公告(均经不时修订或补充)；

「监管机构」具有第6.2(h)条所给予的涵义；

「相关股份」指可供投资者根据本协议认购的投资者股份，及根据任何供股发行、资本化发行或其他形式的资本重组(不论该等交易以现金或以其他方式结算)因投资者股份产生的公司的任何股份或其他证券或权益；

「S规例」指《证券法》下的规例；

「人民币」指中国法定货币人民币；

「144A条」是指《证券法》下的第144A条；

「《证券法》」指《1933年美国证券法》(经不时修订、补充或以其他方式修改)及据此颁布的规则及规例；

「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《证券及期货条例》(香港法例第571章)》(经不时修订、补充或以其他方式修改)；

「联交所」指香港联合交易所有限公司；

「独家保荐人」具有《上市规则》所给予的涵义，指国金证券；

「附属公司」具有《公司条例》所给予的涵义；

「美国」指美利坚合众国、其领土、属地、美国任何州及哥伦比亚特区；

「美元」指美国的法定货币；及

「美国人士」具有S规例所给予的涵义。

1.2 在本协议中，除非文意另有所指，否则：

- (a) 凡提述「条款」、「分条」或「附表」之处均为提述本协议的条款、分条或附表；
- (b) 索引、条款和附表标题仅为方便而设，不得影响本协议的解释或释义；
- (c) 叙文及附表构成本协议的组成部分，并且具有同等效力和作用，犹如已在本协议正文中明确载列，而且凡提述本协议之处须包括附表；
- (d) 单数须包括复数，反之亦然；意指一种性别的字词须包括其他性别；
- (e) 凡提述本协议或其他文书之处均包括对任何一者的任何更改或取代；
- (f) 凡提述法规或法定条文之处均包括提述：
 - (i) 根据任何法规或法定条文不时合并、修订、补充、修改、重新制定或由任何法规或法定条文取代的该法规或条文；
 - (ii) 其重新制定的任何废除法规或法定条文(不论是否修改)；及
 - (iii) 据此作出的任何附属立法；
- (g) 除非另有指明，否则凡提述时间和日期之处均分别提述香港时间和日期；
- (h) 凡提述「人士」或「主体」之处包括提述个人、商号、公司、法人团体、非法团组织或机构、政府、州或州机关、合资企业、组织或合伙(不论是否具有独立法人资格)；
- (i) 凡提述「包括」之处须解释为包括但不限于；及
- (j) 凡提述关于与香港以外任何司法管辖区有关的任何行动、补救、方法或司法程序、法律文件、法律身份、法院、官方或任何法律概念或事务的任何法律术语，被视为包括该司法管辖区与相关香港法律术语最接近的法律术语。

2. 投资

- 2.1 在满足下文第3条所述条件(或由各方共同宽免,但第3.1(a)、3.1(b)、3.1(c)和3.1(d)条所载条款不得予以宽免,且第3.1(e)条所载条件只能由公司 & 国金证券予以宽免)后及在本协议其他条款和条件的规限下:
- (a) 根据国际发售和作为国际发售的一部分,通过整体协调人、独家保荐人及/或其联属人士(以其作为国际发售相关部分的国际包销商的国际代表之身份),投资者将按发售价认购投资者股份,公司将按发售价向投资者发行、配发和配售,整体协调人及独家保荐人将按发售价向投资者分配及/或交付(视情况而定)或促使分配及/或交付(视情况而定)投资者股份;且
 - (b) 投资者将根据第4.2条就投资者股份支付总投资金额、经纪佣金和征费。
- 2.2 投资者可藉在不迟于上市日期前三(3)个营业日向公司、整体协调人及独家保荐人送达书面通知,选择通过投资者的一家全资附属公司认购投资者股份,而该全资附属公司为专业投资者及(i)并非美国人士;(ii)位于美国境外;及(iii)根据S规例在离岸交易中收购投资者股份,但前提是:
- (a) 投资者须促使该全资附属公司于该日向公司及国金证券提供书面确认,表示其同意受投资者在本协议中作出的相同协议、声明、保证、承诺、承认和确认约束,以及投资者在本协议中作出的协议、声明、保证、承诺、承认和确认须被视为由投资者为自身及代表该全资附属公司作出;且
 - (b) 投资者(i)无条件及不可撤销地向公司及国金证券各自保证该全资附属公司妥当和准时履行和遵守其在本协议下的所有协议、义务、承诺、保证、声明、弥偿、同意、承认、确认和契诺;及(ii)承诺根据第6.5条应要求对各获弥偿方作出完全而有效的弥偿并使各获弥偿方获得弥偿。
- 投资者在第2.2条下的义务构成直接、主要和无条件的义务,必须应要求向公司及国金证券支付该全资附属公司在本协议下有责任支付的任何款项,及应要求立即履行该全资附属公司在本协议下的任何义务,而无须公司、独家保荐人及整体协调人首先对该全资附属公司或任何其他人士采取措施。除非文意另有所指,「投资者」一词在本协议中须解释为包括该全资附属公司。
- 2.3 公司、独家保荐人及整体协调人可凭其全权酌情权厘定全部或部分投资者股份的交付须根据第4.3条于延迟交付日期进行。
- 2.4 公司、独家保荐人及整体协调人(代表其自身和全球发售包销商)将按他们同意的方式厘定发售价。投资者股份的确切数目将由公司、独家保荐人及整体协调人根据附表一最终厘定,而且除有明显错误外,有关厘定将为最终定论且对投资者有约束力。

3. 交割条件

- 3.1 投资者在本协议下根据第2.1条认购投资者股份的义务，及公司、独家保荐人及整体协调人根据第2.1条发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务仅以于交割之时或之前满足或各方宽免下述各项条件(惟第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条款不得予以宽免，且第3.1(f)条所载条件只能由公司、国金证券予以宽免)为条件：
- (a) 香港公开发售和国际发售包销协议在不迟于该等包销协议指明的时间和日期订立且已生效和成为无条件(根据其各自的原始条款或其后经该等包销协议各方同意后予以宽免或更改),以及任何前述包销协议未被终止；
 - (b) 公司、独家保荐人及整体协调人(代表全球发售包销商)已议定发售价；
 - (c) 联交所上市委员会已批准股上市及允许买卖H股(包括投资者股份以及其他适用豁免和批准),有关批准、允许或豁免在H股开始于联交所买卖前未被撤销；
 - (d) 中国证监会已接受中国证监会备案文件并在其网站公布备案结果，且已公布的接受通知及/或备案结果在H股开始在联交所交易前并未被拒绝、撤回、撤销或失效；
 - (e) 任何有关政府部门未制定或公布任何禁止完成全球发售或本协议所预期的交易的法律，以及具有司法管辖权的法院并未作出阻止或禁止完成该等交易的有效命令或禁制令；且
 - (f) 投资者在本协议下的各项声明、保证、承诺和确认在所有方面均属准确和真实且不具误导性，以及投资者未严重违反本协议。
- 3.2 倘各方于本协议日期后一百八十(180)天(或公司、投资者及国金证券可能书面约定的其他日期)当日或之前未能履行或宽免第3.1条所载的任何条件(但第3.1(a)、3.1(b)、3.1(c)、3.1(d)和3.1(e)条所载条件不得予以宽免，且第3.1(f)条所载条件只能由公司、国金证券予以宽免)，投资者购买及公司、独家保荐人及整体协调人发行、配发、配售、分配及/或交付(视情况而定)或安排发行、配发、配售、分配及/或交付(视情况而定)投资者股份的义务将终止，且投资者根据本协议支付予任何其他方的任何款项须由该方退还(不计付利息)予投资者(一旦在商业上可行，应当即刻完成款项的退还，在任何情况下，款项的退还需在以本协议终止日为首日起算的三十(30)日内完成),而本协议将停止及终止，公司及国金证券承担的一切义务及责任将结束及终止；惟本协议依据第3.2条终止不得损害任何一方于该终止时或之前就本协议条款对其他

各方的应有权利或责任。为避免疑问，本条款不得被解释为授予投资者权利以纠正于截至本条前述日期之期间任何违反投资者各自在本协议项下作出的声明、保证及承诺和确认的行为。

- 3.3 投资者确认及明白不存在任何对于全球发售将会完成或不会被延期或终止或发售价格将处于公开文件所载列的示意性区间内的保证。若全球发售在所预期的日期及时间前因任何原因未完成、被延期或终止、或发售价格将处于公开文件所载列的示意性区间内的保证，则公司及国金证券或对投资者概不承担任何责任。投资者特此放弃就全球发售因任何原因在拟定的时间和日期内延迟或被终止，未能进行或在拟定的时间和日期内并没完成，或倘若发售价并非介乎发售文件所载的指标性范围，而向公司及国金证券及/或或其各自的联属人士、高级人员、董事、雇员、职员、联系人、合伙人、代理及代表提起任何申索或诉讼的任何权利(如有)。

4. 交割

- 4.1 受第3条及第4条规限，投资者将根据全球发售及作为全球发售的一部分，通过整体协调人(及/或其联属人士)以他们作为国际发售相关部分的国际包销商的国际代表之身份按发售价认购投资者股份。因此，投资者股份将在国际发售交割的同时，或于延迟交付日期，按公司、独家保荐人及整体协调人决定的时间及方式予以认购。
- 4.2 投资者须按上市日期(香港时间)上午8点或之前，以同日收款入账方式以立即可用资金以港元通过电汇向全球协调人和整体协调人于上市日期前不迟于一(1)个整营业日书面通知予投资者的港元银行账户全额支付总投资金额，连同相关经纪佣金与征费，而不作出任何扣减或抵销，相关通知内容须包括(除其他事项外)付款账户的详情及投资者根据本协议应付的总金额。
- 4.3 倘若整体协调人全权酌情决定于迟于上市日期的某一个日期(「延迟交付日期」)向投资者交付全部或任何部分股份，整体协调人须(i)于上市日期之前不迟于两(2)个营业日书面告知投资者将会延迟交付的投资者股份数目；及(ii)于不迟于实际延迟交付日期两(2)个营业日之前书面告知投资者延迟交付日期，但延迟交付日期不得迟于行使超额配售权最后一日后三(3)个营业日。倘若投资者股份将于延迟交付日期交付给投资者，投资者仍须按第4.2条所载就投资者股份作出支付。
- 4.4 根据第4.2条就投资者股份作出如期支付后，向投资者交付投资者股份(视情况而定)应通过中央结算系统作出，方式为将投资者股份直接存入中央结算系统中投资者于上市日期前或根据第4.3条厘定的延迟交付日期前不迟于两(2)个营业日书面通知予整体协调人的中央结算系统投资者持有人账户或中央结算系统股份账户。

- 4.5 在不损害第4.3条的原则下，投资者股份亦可以公司、独家保荐人、整体协调人及投资者通过书面协定的任何其他方式进行交付及付款，前提是投资者股份的交付不得迟于可行使超额配股权的最后一天之后三(3)个营业日。
- 4.6 倘若未在本协议规定的时间内及未按本协议规定的方式收到或结算总投资金额以及相关经纪佣金和征费的付款(不论全部或部分)，公司及国金证券各自绝对酌情保留终止本协议的权利，在此情况下公司及国金证券的所有义务及责任须停止和终止(但不得损害公司及国金证券因投资者未能遵守于本协议下的义务而针对他们提出的任何索赔要求的权利)。在任何情况下，投资者根据第6.5条按除税后基准就各获弥偿方因投资者未能悉数支付总投资金额以及经纪佣金和征费或与此相关的原因而蒙受或引致的任何损失及损害承担全部责任，就此向他们作出弥偿，使其免受损害，并保持其悉数获得弥偿。
- 4.7 倘若因超出公司及国金证券(视情况而定)控制之外的情况阻止或延误公司、国金证券及其各自的联属人士履行其在本协议下的义务，则公司、国金证券及其各自的联属人士均无须(不论是共同还是各别)就任何未能或延迟履行其在本协议下的义务承担法律责任，并有权终止本协议，该等情况包括但不限于天灾、水灾、战争(不论是否已宣战)、恐怖主义、火灾、暴乱、叛乱、公众动乱、罢工、停工、其他劳工行动、电力或其他供应出现一般故障、技术故障、意外或机械或电气故障、计算机故障或任何货币传输系统故障、禁运、劳资纠纷、流行病、大流行病或疾病的爆发(包括但不限于2019冠状病毒病的爆发)以及任何现有或未来的法律、条例、法规、任何现有或未来的政府活动行为或类似行为发生改变。
- 4.8 根据上市规则8.08(3)条的要求，公众持股部分由前三大公众股东持有的百分比不得超过50%。如果发生了违反该要求的情况及/或未能于上市日期符合上市规则第8.08(1)条下的最低公众持股量要求或联交所豁免的其他规定，独家保荐人、整体协调人和本公司有权经其全权和绝对酌情全调整投资者拟认购的投资者股份的数量，以满足上市规则8.08条的要求(受限于联交所批准的任何该等豁免)。

5. 对投资者的限制

- 5.1 在第5.2条的规限下，投资者与公司、国金证券议定、契诺并向其承诺，未经公司及国金证券各自的事先书面同意，投资者不会并促使其联属人士不会自上市日期(包括该日期)起至上市日期后三(3)年期限内(「禁售期」)的任何时间，直接或间接(i)以任何方式处置任何相关股份或于持有任何相关股份的任何公司或实体中的任何权益，包括任何可转换、可交换、可行使的证券或代表可收取上述证券的权利，或同意或订立或公开宣布有意订立此类交易；(ii)允许其在最终实益拥有人层面发生控制权变更(定义见证监会颁布的《公司收购、合并及股份回购守则》；或(iii)直接或间接订立与任何前述交易具有相同经济效益的任何交易。

本公司及国金证券承认，在第5.1条规定的禁售期届满后，投资者可在符合适用法律规定的情况下自由处置任何有关股份，但投资者须在出售前书面通知本公司及国金证券，应尽一切合理努力确保该等处置不会造成H股股份市场混乱或虚假，并在其他方面遵守所有适用法律。

5.2 第5.1条所载条文不得阻止投资者向投资者的任何全资附属公司转让所有或部分相关股份，但前提是在所有情况下：

- (a) 在进行该转让之前，该全资附属公司给予书面承诺(致达公司、独家保荐人及整体协调人及按令他们满意的条款以他们为受益人)同意，且投资者承诺促使该全资附属公司将受投资者于本协议下的义务约束，包括本第5条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；
- (b) 该全资附属公司须被视为已给予第6条规定的相同承认、声明和保证；
- (c) 投资者及投资者的全资附属公司须被视为有关他们所持有的所有相关股份的投资者，并共同及各别地承担本协议订明的所有法律责任及义务；
- (d) 若在禁售期届满前的任何时间该全资附属公司已经或将不再是投资者的全资附属公司，则其须(及投资者须促致该附属公司)立即，及无论如何在不曾是投资者的全资附属公司之前，完全及有效地将其持有的相关股份转让给投资者或投资者的其他全资附属公司，该其他全资附属公司须或投资者须促致该附属公司发出书面承诺(致达公司、独家保荐人及整体协调人及按令他们满意的条款以他们为受益人)，表明其同意受投资者在本协议项下的义务约束，包括本第5条所载对投资者施以的限制，及作出根据本协议规定作出的相同承认、声明及保证，犹如该全资附属公司自身受限于该等义务及限制，并须共同及各别地承担本协议项下所有责任及义务；且
- (e) 该全资附属公司(i)目前不是也将不会成为美国人士，也不是为了美国人士的原因或利益购买相关股份；(ii)目前及将会位于美国境外，及(iii)根据证券法S规例在离岸交易中收购相关股份。

5.3 投资者同意及承诺，除非取得公司及国金证券的事先书面同意，投资者及其紧密联系人直接及间接于公司全部已发行股本中拥有的总股权应低于公司全部已发行股本的10%(或于《上市规则》中不时就「主要股东」的界定规定的其他百分比)。在上市日期起12个月期间内，投资者不得成为公司核心关连人士。而且，投资者及其紧密联系人于本公司已发行股本总额中的(直接或间接)总持股量不得导致公众人士持有的公司证券总数(按上市规则所拟定及联交所所诠释(包括但不限于上市规则第8.08条))低于上市规则载列的所需百分比或联交所可能不时

批准并适用于公司的该等其他百分比。投资者同意如发现任何上述情况，将尽快以书面形式通知公司及国金证券。

- 5.4 投资者同意，投资者乃按自营投资基准于公司股本中持有股权，及应公司、独家保荐人及整体协调人合理请求向公司、独家保荐人及整体协调人提供合理证据，证明投资者乃按自营投资基准于公司股本中持有股权。投资者不得，且须促致其控股股东、联系人及其实益拥有人概无于累计投标过程中申请或预购全球发售的H股(投资者股份除外)或申请香港公开发售的H股。
- 5.5 投资者及其联属人士、董事、高级人员、雇员或代理均不得与公司、公司的控股股东、本集团任何其他成员公司或其各自的联属人士、董事、高级人员、雇员或代理订立与《上市规则》(包括上市指南第4.15章或香港监管部门发布的书面指引)不一致或相悖的任何安排或协议(包括任何附函)。

6. 承认、声明、承诺和保证

6.1 投资者向公司及国金证券分别承认、同意和确认：

- (a) 公司、国金证券及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将进行或完成(在任何特定期限内进行或完成或根本无法进行或完成)，或者发售价将位于公开文件列明的指示区间内，以及若全球发售因故延迟、未进行或未完成，或若发售价未位于公开文件列明的指示区间内，前述人士概不会对投资者负有任何法律责任；
- (b) 本协议、投资者的背景信息及本协议所预期的各方之间的关系和安排须在公开文件及全球发售的其他营销和路演材料中披露，而且公开文件及该等其他营销和路演材料及公告会提述投资者，特别是，根据《公司(清盘及杂项条文)条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及作为展示文件；
- (c) 售价将完全根据全球发售的条款和条件厘定，且投资者无权对此提出任何异议；
- (d) 须根据上市规则提交予联交所或在FINI上披露的有关投资者的信息将与本公司、联交所、证监会和其他政府机关在必要的情况下共享，并将纳入一份综合承配人名单，该名单将在FINI上向参与全球发售的整体协调人(定义见上市规则)披露，并且所有该等信息在各方面都是真实、完整和准确的，且不具误导性；

- (e) 投资者确认及同意本公司、国金证券及整体协调人可向政府机关（包括但不限于联交所、证监会及中国证监会）提交其根据本协议购买H股股份或以其他方式参与配售的信息；投资者确认并承诺披露和提供有关其他直接或间接投资者透过换股安排或其提供或管理的其他金融或投资产品投资于H股股份的所有必要资料（包括但不限于身份和认购金额）；
- (f) 投资者股份将由投资者通过整体协调人及/或其联属人士以他们作为国际发售的国际包销商的国际代表之身份认购；
- (g) 投资者将根据及依据公司组织章程大纲及章程细则或其他组成或章程文件及本协议的条款和条件接受投资者股份；
- (h) 投资者股份数目可能受根据《上市规则》第18项应用指引在国际发售与香港公开发售之间的重新分配H股或上市指南第4.14章，或联交所可能批准及不时适用于公司的其他比例影响；
- (i) 于订立本协议之时或前后或此后任何时候但在国际发售交割前，作为国际发售的一部分，公司及/或独家保荐人及/或整体协调人就类似投资已与一名或多名其他投资者订立或可能及/或拟与该等投资者订立协议；
- (j) 投资者股份尚未亦将不会根据《证券法》或美国的任何州或其他司法管辖区证券法律登记，且不得在美国或向或为了任何美国人士的利益直接或间接地发售、转售、质押或另行转让投资者股份(除非根据有效的注册登记表或豁免遵守《证券法》注册规定或于不受该等规定规限的交易中),也不得在任何其他司法管辖区进行，但该等司法管辖区适用法律允许者除外；
- (k) 其明白及同意，仅可(A)依据第144A条或《证券法》下其他可用豁免在美国内部转让投资者股份；或(B)依据S规例在美国境外于「离岸交易」(定义见规例)中转让投资者股份，及在各种情况下须遵守美国任何州及任何其他司法管辖区的任何适用证券法，及代表投资者股份的任何股份证书须附有大意如此的备注；
- (l) 其明白，公司、独家保荐人及整体协调人、或国际发售的任何国际包销商均无就《证券法》下第144A条或用于后续再发售、转售、质押或转让投资者股份的任何其他可用豁免的可适用性作出任何声明，或就投资者股份作出的任何广泛招揽或公开广告（按照证券法D规例的定义或以参与公开发售的任何方式（定义见证券法第4(2)条））；
- (m) 除非第5.2条作出规定，否则若附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资

者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (n) 在适用法律允许的最大范围内，投资者不可撤销地放弃其可能对任何独家保荐人、整体协调人、其他包销商以及本公司、其各自的附属人士、董事、监事、高级管理人员、员工、顾问和代表因本协议和全球发售而产生或与之相关的任何索赔；
- (o) 其已收取(及可能在日后收取)可能构成有关投资者投资(及持有)投资者股份的重大非公开信息及/或内幕信息(定义见《证券及期货条例》),及其：(i)在有关信息因投资者或其任何附属人士、附属公司、董事、监事、高级人员、雇员、顾问及代表(「获授权接收人」)过错以外的原因而成为公开信息之前，除严格以按需知情基准向其获授权接收人披露仅作评估投资投资者股份用途，或按法律另行规定进行披露以外，不得向任何人士披露有关信息；(ii)尽力确保其获授权接收人(按照本第6.1(o)条向其披露有关信息的人士)仅可以以严格按需知情为基准向其他获授权接收人披露，不得向其他人士披露，及(iii)不得、且将确保其获授权接收人(按照本第6.1(o)条向其披露有关信息的人士)不得从事将导致违反美国、香港、中国或有关该等交易的任何其他适用司法管辖区的证券法(包括任何内幕交易条文)的，直接或间接购买、出售或买卖或交易H股或公司或其附属人士或联系人的其他证券或衍生工具的行为；
- (p) 以保密基准提供予投资者及/或其代表的本协议、招股章程草案及初步发售通函草案所载信息，及以保密基准提供予投资者及/或其代表的任何其他材料(不论口头或书面)不得予以复制、向任何其他人士披露、传阅或传播，及如此提供的信息或材料可经变动、更新、修订及完善，及投资者在决定是否投资投资者股份时不得依赖该等信息或材料。为免生疑问：
 - (i) 招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料不得构成于不允许发售、招揽或销售的任何司法管辖区收购、购买或认购任何证券的邀请或要约或招揽，及招股章程草案或初步发售通函草案或可能提供予投资者及/或其代表的任何其他材料(不论口头或书面)所载任何内容不得构成不论何种合约或承诺的依据；
 - (ii) 不得依据初步发售通函草案或招股章程草案或可能提供(不论书面或口头)予投资者及/或其代表的任何其他材料作出或接受认购、收购或购买任何H股或其他证券的要约或邀请；及

- (iii) 初步发售通函草案或招股章程草案或可能向投资者提供(不论书面或口头)或供应的任何其他材料可能在订立本协议后进一步予以修订,及投资者在决定是否投资投资者股份时不得加以依赖,及投资者在此同意相关修订(如有)及放弃与修订有关的权利(如有);
- (q) 本协议整体或单独不构成,在美国或于其中作出出售证券要约属非法的任何其他司法管辖区,出售证券要约;
- (r) 投资者、其任何联属人士或代表他们行事的任何人均未参与或将参与任何有关股的定向销售活动(定义见S规例);
- (s) 其已获其认为对评估收购投资者股份的投资价值及风险属必要或可取的所有信息,及被给予询问公司及国金证券或有关公司、投资者股份或其认为对评估收购投资者股份的投资价值及风险必要或可取的其他相关事宜的问题并获得解答的机会,且公司已向投资者或其代理提供投资者要求或代投资者要求的关于投资者股份之投资的所有文件和信息;
- (t) 在作出投资决定时,投资者仅已或将依赖公司发布的国际发售通函所提供的信息,及尚未或将不会依赖公司、整体协调人及/或(包括其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士)或代上述人士于本协议日期或之前提供给投资者的任何其他信息,及公司、整体协调人、及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士均不对国际发售通函中未载列的任何信息或材料的准确性或完整性作出任何声明及提供任何保证或承诺,及公司整体协调人、及其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及其联属人士不因使用或依赖国际发售通函中未载列的任何信息或材料,或因国际发售通函中未载列的任何信息的任何其他原因而曾经或将会对投资者或其各自董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士负有任何法律责任;
- (u) 独家保荐人、整体协调人、全球协调人、其他包销商、资本市场中介人及其各自董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表、合伙人及顾问均未就投资者股份的投资价值、认购、购买或发售投资者股份,或公司或其附属公司的业务、经营、前景或状况(财务或其他)或就此或与此相关的任何其他事宜向其作出任何保证、声明或建议;及除非最终国际发售通函作出规定,否则公司及其董事、监事、高级人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问均不对投资者股份的投资价值、认购、购买或发售投资者股份,或公司或其附属公司的业务、经营、前景或状况(财务或其他)或就此或与此相关的任何其他事宜向投资者作出任何保证、声明或建议;

- (v) 投资者将遵守本协议下不时适用于其的所有限制(如有)、《上市规则》、有关其(直接或间接)出售其(直接或间接)为或将为或招股章程显示其为实益拥有人的任何相关股份的任何适用法律；
- (w) 其已就公司、投资者股份及认购本协议所规定的投资者股份的条款自行进行调查，及已经就投资者股份之投资相关的税务、监管、财务、会计、法律、货币及其他事宜及其对投资者的适用性获得其认为必要或适当或以其他方式令其满意的独立建议(包括税务、监管、财务、会计、法律、货币及其他)，及其并未依赖及将无权依赖公司或任何独家保荐人或整体协调人或包销商所获取或开展或代上述人士获取或开展(视情况而定)的有关全球发售的任何建议(包括税务、监管、财务、会计、法律、货币及其他)、尽职审核或调查或其他建议或安慰，及公司、独家保荐人、整体协调人、或其各自联系人、联属人士、董事、监事、高级人员、雇员、顾问或代表均不对收购投资者股份或有关交易投资者股份的任何税务、法律、货币或其他经济或其他后果承担责任；
- (x) 其明白，投资者股份目前并无公开市场，及公司、独家保荐人、整体协调人、全球发售的包销商或其各自的附属公司、联属人士、董事、监事、高级人员、雇员、代理、代表、联系人、合伙人和顾问，以及参与全球发售的任何各方，并未就将存在投资者股份的公开市场或活跃市场作出担保；
- (y) 若全球发售因任何原因被延期、终止或无法完成，则公司、独家保荐人、整体协调人、或其各自任何联系人、联属人士、董事、监事、高级人员、雇员、顾问、代理或代表概不对投资者或其附属公司负有任何法律责任；
- (z) 公司、独家保荐人及整体协调人对变更或调整(i)全球发售项下待发行的H股股数；及(ii)香港公开发售及国际发售项下分别待发行的股数拥有绝对酌情权及(iii)其他调整或重新分配发售的H股股份、发售价区间及最终发售价，但须经联交所批准并符合适用法律；
- (aa) 投资者已同意于上市日期上午8:00(香港时间)前，或根据第4.5条商定的其他日子，支付总投资金额及有关经纪佣金和征费；
- (ab) 除本协议外，投资者与公司、公司任何股东、整体协调人及独家保荐人之间不存在与全球发售有关的其他协议；
- (ac) 任何不遵守本协议限制的要约、出售、质押或其他转让将不被本公司就相关股份予以承认；

(ad) 交易H股须遵守适用法律(包括根据《证券及期货条例》、《上市规则》、《证券法》及任何主管证券交易所的任何其他适用法律关于交易股份的限制)；且

6.2 投资者向公司及国金证券分别进一步声明、保证及承诺：

- (a) 其已依据其注册成立地点的法律妥为注册成立及有效及良好存续，及并未提出有关其清算或清盘的呈请、作出有关命令或通过有关有效决议案；
- (b) 其具有拥有、使用、租赁及经营其资产及按当前方式开展其业务的法定权利和权限；
- (c) 其合资格收取及使用本协议项下的资料（包括（其中包括）本协议、招股章程草案及初步发售通函草案），而不会违反所有适用于投资者的法律或需要取得投资者所在司法管辖区的任何注册或许可；
- (d) 其拥有签立及交付本协议、订立及开展本协议拟议的交易及履行本协议下义务的全部权力、权限及能力，及已采取所有相关必要行动(包括取得任何政府和监管机构或第三方的所有必要同意、批准及授权)；
- (e) 本协议已经投资者妥为授权、签立及交付，及构成可依据本协议条款对投资者强制执行的合法、有效及具有约束力的义务；
- (f) 其已采取及在本协议期间将采取履行本协议下义务、令本协议及本协议下拟议的交易生效及遵守所有有关法律所需的所有必要步骤；
- (g) 依据适用于投资者的任何相关法律及投资者依据本协议须就认购投资者股份取得的所有同意、批准、授权、许可及登记(「批准」)均已取得及具备十足效力及作用，及概无任何批准须受尚未满足或履行的任何可能导致批准失效、被撤回或被撤销的事实或情况。投资者进一步同意并承诺，如果任何批准不再具有充分效力或因任何原因失效、被撤销、撤回或搁置，将立即书面通知本公司及国金证券；
- (h) 投资者签立及交付本协议，及履行本协议及认购投资者股份将不会违反或导致投资者违反：(i)投资者组织章程及细则或其他组成或章程文件；或(ii)投资者就本协议下拟议的交易须遵守的任何司法管辖区法律，就投资者认购投资者股份可能以其他方式适用于投资者的法律；或(iii)分别对投资者具有约束力的任何协议或其他文书；或(iv)分别对投资者具有司法管辖权的任何有关政府部门的任何裁决、命令或判令；

- (i) 其已经及将遵守有关认购投资者股份的所有司法管辖区的所有适用法律,包括按适用当局或机构或证券交易所(「监管机构」)的要求在时限内向联交所、证监会、中国证监会及其他政府、公共、货币或监管当局或机构或证券交易所提供,或促使或促致直接或间接通过公司、独家保荐人及整体协调人向上述机构提供其所要求的信息,包括(i)投资者股份最终实益拥有人(如有)和/或最终负责发出有关收购指令的人士的身份信息(包括但不限于姓名、注册成立地点)(ii)本协议下进行的交易(包括但不限于认购投资者股份的细节、投资者股份的数目、总投资额、本协议下的禁售期限限制)、(iii)交易结构(包括涉及投资者股份的任何换股安排或其他金融或投资产品、直接及间接认购人及其最终实益所有人及该换股安排或其他金融或投资产品的提供者的身份资料)、(iv)投资者或其实益所有人和联系人与本公司及其任何股东的任何关联关系) (“投资者相关信息”),并接受及同意该等信息的披露。投资者进一步授权公司、独家保荐人及整体协调人或其各自联属人士向监管机构披露其要求的有关本协议项下交易向该等监管机构披露及按照上市规则或适用法律或有关监管机构的要求在任何公开文件或其他公告或文件中披露任何投资者相关信息;
- (j) 投资者拥有有关财务及商业事宜的知识及经验,以致(i)其能评估投资者股份潜在投资的投资价值及风险;(ii)其能够承担该等投资的经济风险,包括完全损失于投资者股份的投资;(iii)其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息;及(iv)其在投资发展程度类似之公司的证券的交易方面经验丰富;
- (k) 其常规业务为买卖股份或债权证,或是专业投资者,及通过订立本协议,其不再为有关本协议下拟议的交易的国金证券及整体协调人的客户;
- (l) 其为自身利益、以自营投资基准作为主事人,以投资为目的认购投资者股份,并未旨在分销其在本协议下认购的任何投资者股份,及投资者无权提名任何人士担任公司董事或高级人员;
- (m) 若于美国境外认购投资者股份,其于S规例所指「离岸交易」中如此行事且其并非美国人士;
- (n) 投资者于获豁免遵守或无须适用《证券法》下登记规定的交易中认购投资者股份;
- (o) 投资者及投资者的实益拥有人及/或联系人(i)为独立于公司的第三方;(ii)(无论投资者与可能正订立(或已订立)本协议所述的任何其他协议的任何其他方存在任何关系)并非公司的关连人士(定义见《上市规则》)或其联系人,及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公司关连人士(定义

见《上市规则》),及将在紧接本协议完成后独立于有关控制公司的关连人士或不会与该等人士一致行事(定义见《香港公司收购及合并守则》);及(iii)并非受公司的任何核心关连人士(定义见《上市规则》)直接或间接融资、提供资金或支持,及并未习惯于接收及未曾接收任何该等核心关连人士有关收购、出售公司证券、就其进行表决或以其他方式处置公司证券的任何指令;

- (p) 投资者、其实益拥有人及/或联系人均非独家保荐人、整体协调人、全球发售的包销商、牵头经纪商或任何分销商中任何人士的「关连客户」。词语「关连客户」、「牵头经纪商」及「分销商」具有《上市规则》附录F1(《股本证券的配售指引》)赋予其的涵义;
- (q) 投资者的账户未依据全权管理投资组合协议由相关交易所参与者(定义见《上市规则》)管理。词语「全权管理投资组合」具有《上市规则》附录F1(《股本证券的配售指引》)赋予其的涵义;
- (r) 投资者、其实益拥有人及其各自联系人均非公司或其联系人的董事(包括前12个月的董事)、监事或当前股东或上述任何人士的代名人;
- (s) 投资者并未及将不会就分销H股与任何「分销商」(定义见S规例)订立任何合约安排,惟与其联属人士订立或经公司事先书面同意则除外;
- (t) 除先前已书面通知国金证券外,投资者或其实益拥有人均不属于(a)联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别(「基石投资者」除外);或(b)按上市规则(包括但不限于上市规则第12.08A条)规定须在本公司配发结果公告中识别的任何承配人组别;
- (u) 认购投资者股份将遵守《上市规则》附录F1(《股本证券的配售指引》)的条文及上市指南第4.15章以及证监会颁布的指引(经不时更新或修订);
- (v) 投资者、其各自实益拥有人及/或联系人依据本协议认购投资者股份时并未获得公司任何关连人士、任何独家保荐人、整体协调人、或全球发售的任何包销商(直接或间接)融资;投资者及其每名联系人(如有)独立于已参与或将参与全球发售的其他投资者及其任何联系人,且与该等投资者及其任何联系人并无关连,包括不符合上市规则(包括上市指南第4.15章)的附函;

- (w) 除根据本协议及/或符合上市指南第 4.15 章的规定外，投资者或其任何关联方均未通过簿记程序申请或下订单购买全球发售的任何股份；
- (x) 投资者及其紧密联系人于本公司已发行股本总额中的（直接或间接）总持股量不得导致公众人士持有的本公司证券总数（定义见上市规则）低于上市规则所要求的百分比或联交所可能批准的该等其他百分比；
- (xi) 除非本协议作出规定，否则投资者并未就任何投资者股份与有关政府部门或任何第三方订立任何安排、协议或承诺。
- 6.3 投资者向公司及国金证券声明及保证，附表二所载有关其及其所属的公司集团的说明在各方面真实、完整及准确，及并无具有误导性。在不损害第6.1(b)条条文的的前提下，若在公司及国金证券全权看来必要，则投资者不可撤销地同意于公开文件、营销及路演材料及公司、独家保荐人及整体协调人可能就全球发售发布的其他公告中提述及纳入其名称及本协议的全部或部分说明(包括附表二所载说明)。投资者承诺尽快提供有关其、其拥有权(包括最终实益拥有权)及/或公司、独家保荐人及整体协调人合理要求的其他事宜的信息及/或证明文件，以确保其遵守适用法律及/或公司或证券登记规定及/或有权监管机构(包括联交所及证监会)的要求。投资者特此同意，其在审阅待纳入公开文件及不时提供予投资者的有关全球发售的其他营销材料草案的有关其及其所属的公司集团的说明，及作出投资者可能合理要求的修订后(如有)，投资者须被视为担保有关其及其所属公司集团的说明在各方面真实、准确及完整，及并无具有误导性。
- 6.4 投资者明白，依据香港法律及美国证券法及其他规定须作出第6.1及6.2条所载声明及承认。投资者承认，公司、独家保荐人、整体协调人、包销商、资本市场中介人及其各自附属公司、代理、联属人士及顾问及其他人士将依赖此处所载投资者的保证、承诺、声明及承认的真实性、完整性及准确性，及同意在此处所载任何保证、承诺、声明或承认在任一方面不再准确及完整或变得具有误导性时立即书面通知公司、独家保荐人及整体协调人。
- 6.5 投资者同意及承诺，在经要求后，对由于投资者或其高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人就认购投资者股份、投资者股份或本协议而以任何方式所导致(包括违反或据称违反本协议或本协议下的任何作为或不作为或据称作为或不作为)针对公司、独家保荐人、整体协调人及全球发售的其他包销商(代表自身或以信托的形式代表各自联属人士)、《证券法》所指控制其的任何人士以及各自高级人员、董事、雇员、职员、联系人、合伙人、代理及代表(统称「获弥偿方」)提起或证明的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害赔偿，及任何获弥偿方可能以此

为依据或以其他方式因此或就此对任何该等申索、诉讼或法律程序或于该等申索、诉讼或法律程序中争辩或辩护而蒙受或招致的任何及所有成本、收费、亏损或开支以税后基准作出全额及有效弥偿，并使其不受损害。

6.6 投资者于第6.1、6.2、6.3、6.4及6.5条(视情况而定)作出的承认、确认、声明、保证及承诺均构成单独的承认、确认、声明、保证或承诺，及须被视为于上市日期及延迟交付日期(如适用)重申。

6.7 公司声明、保证及承诺：

- (a) 其依据中国法律妥为注册成立及有效存续；
- (b) 其拥有订立及履行本协议下义务的全部权力、权限及能力，及已就此采取所有必要行动；
- (c) 在第5.1条所载付款及禁售期的规限下，投资者股份将在按照第4.4条交付予投资者后全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的H股享有同等地位；
- (d) 公司及其控股股东(定义见《上市规则》)、本集团任何成员及其各自的联属人士、董事、高级人员、雇员和代理均未与任何投资者或其联属人士、董事、高级人员、雇员或代理订立与《上市规则》(包括上市指南第4.15章)不一致的任何协议或安排(包括任何附函)；且
- (e) 除非本协议规定，公司或任何集团成员公司或其各自任何联属人士、董事、高级人员、雇员或代理均未就任何投资者股份与任何有关政府部门或任何第三方订立任何安排、协议或承诺。

6.8 公司承认、确认及同意投资者将依赖于国际发售通函所载资料，及就国际发售通函而言，投资者应拥有与购买国际发售中的H股的其他投资者相同的权利。

7. 终止

7.1 本协议可：

- (a) 根据第3.2条或第4.6条或第4.7条予以终止；
- (b) 倘若投资者于国际发售交割或(如适用)延迟交付日期或在此之前严重违反本协议(包括投资者严重违反本协议下的声明、保证、承诺及确认)，则由公司及国金证券(尽管本协议中任何条文存在相反的规定)单方予以终止；或

(c) 经全体各方书面同意予以终止。

- 7.2. 倘若本协议根据第7.1条予以终止，各方无须继续履行其各自于本协议下的义务(除下文第8.1条所载保密义务外)及各方于本协议下的权利及责任(除下文第11条所载权利外)须终止且任何一方均不得针对该等其他方提出任何申索(前提是不损害任何一方于有关终止时或之前就本协议所载条款针对任何其他方的累计权利或责任)。

8. 约定损害赔偿金

- 8.1 在投资者严重违反或未能履行其在本协议项下的任何重大义务、承诺或约定（包括但不限于未能按照本协议的规定按时足额支付认购股份的全部款项），投资者应向公司支付相当于以下金额较高者的款项作为预先约定的损害赔偿金（而非罚金）：

- (a) 本协议项下总投资金额的50%；
- (b) 公司及其他股东因投资者违约所遭受的任何及所有直接及简接的损失、损害、索赔、责任、成本及开支的合理预估金额（包括但不限于合理的法律费用、顾问费用）。

- 8.2 公司有权向法院申请禁制令以阻止及强制执行投资者的违约行为。

- 8.3 投资者及公司确认本条款约定的赔偿金为对受诺方损失的合理预估，符合香港普通法下非罚金原则。

- 8.4 公司保留追究其他法律救济（如实际履行、额外损害赔偿）的权利。

9. 公告及机密性

- 9.1 除本协议以及投资者签订的保密协议另行规定者外，未经其他方事先书面同意，任何一方均不得披露与本协议或本协议下拟定的交易或涉及公司、国金证券及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何一方可以通过以下方式披露本协议：

- (a) 向联交所、证监会、中国证监会及/或公司及/或独家保荐人及/或整体协调人受之监管的其他监管机构披露，及在公司将发行的公开文件及公司及/或独家保荐人及/或整体协调人将发行的与全球发售有关的营销、路演材料及其他公告中描述投资者的背景及公司与投资者之间的关系；
- (b) 向该方法律顾问、财务顾问、审计师及其他顾问及联属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理披露(仅按需要知道的原则),前提是该方须(i)促使该方各法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事、高级

人员及相关雇员、代表及代理知悉并遵守本协议所载所有保密义务及(ii)对该方有关法律顾问、财务顾问及其他顾问及联属人士、联系人、董事、监事、高级人员及相关雇员、代表及代理任何违反该等保密义务的行为承担责任；及

- (c) 或任何一方可能根据任何适用法律、对其具有司法管辖权的任何有关政府部门或机构(包括联交所、证监会及中国证监会)或证券交易所规则(包括根据《公司(清盘及杂项条文)条例》及《上市规则》将本协议作为重大合约递交给香港公司注册处以作登记及使之可供公众查阅)或任何主管的有关政府部门的任何具法律约束力的判决、指令或规定披露。

- 9.2 投资者不得作出有关本协议或本协议的任何辅助事项的任何其他提述或披露；投资者已经提前咨询公司、国金证券以就该披露的原则、格式及内容寻求其事先书面同意之情况除外。
- 9.3 公司须尽合理努力将任何公开文件中涉及本协议、公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者各自须与公司、国金证券通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及该公开文件并未遗漏与之有关的任何重大资料，及应立即向公司、国金证券及整体协调人及其各自的法律顾问提供任何意见及验证文件。
- 9.4 投资者承诺立即提供就准备第9.1条提及的须作出的任何披露有关的所有合理要求的协助(包括提供公司、国金证券及整体协调人可合理要求的与之有关或涉及其拥有权(包括最终实益拥有权)及/或其他涉及本协议提述事项的进一步数据及/或辅助文档)以(i)更新在本协议日期之后的公开文件中投资者的描述并验证该等提述，及(ii)令公司能够遵守适用的公司或证券登记及/或包括联交所和证监会在内的主管监管机构的要求。

10. 通知

- 10.1 本协议下交付的所有通知须以中文或英文书面作出，并按照第10.2条规定的方式发送至以下地址：

若发送至公司，则发送至：

地址：深圳市盐田区沙头角保税区7栋7楼

电邮：hyan@xjgroup.com

收件人：胡彦

若发送至投资者，则发送至：

地址：香港旺角弥敦道582-592号信和中心701室

电邮：sztianjialingd@126.com

收件人：田贵容

若发送至国金证券，则发送至：

地址：香港上环皇后大道中183号中远大厦35楼3501-08 室

电邮：yilu@hksinolink.com.hk

收件人：陆奕

- 10.2 本协议下的任何通知须以专人递送、电邮或预付邮件的方式发送。任何通知在以下时刻视为已获接收：若为专人递送则于交付之时；若通过电邮发送，则为发出之时；若通过预付邮件发送(在无提前接收证据的情况下),则为邮递48小时之后(或若通过空邮发送，则为六日后)。在非营业日收到的任何通知须被视为于下个营业日收到。

11. 一般条款

- 11.1 各方确认及陈述已正式获其授权、签立及交付本协议及本协议构成其合法、有效和具约束力的义务，且可根据本协议条款针对其予以强制执行。除公司为实施全球发售可能要求的同意、批准及授权外，该方无需法团、股东或其他同意、批准或授权来履行其于本协议项下的义务及各方进一步确认其可以履行下文所述的义务。
- 11.2 除明显错误外，就本协议而言，公司及国金证券真诚作出的有关投资者股份数目及发售价的计算及决定为最终计算及决定。
- 11.3 投资者、公司及国金证券在为本协议目的或就本协议而需要或可能需要向第三方发送任何通知或获取第三方同意及/或批准时应通力合作。
- 11.4 除非经全体各方或其代表以书面形式作出且签立，否则本协议之任何更改或变动不得生效。
- 11.5 本协议仅以中文签署，并以中文版本为准。
- 11.6 除非相关方另行书面同意，各方须自行承担就本协议招致的法律及专业费用、成本及开支；就本协议任何拟定交易产生的印花税(如有)须由相关转让人/卖方及相关受让人/买方平摊。
- 11.7 时间为本协议的关键因素，但是本协议中所提及的任何时间、日期或期限可通过各方之间的共同书面协议延期。
- 11.8 除与当时已经执行的该等事项有关者外及除非经各方书面同意予以终止，在可予履行或遵守的范围内，即使根据第4条交割，本协议所有条文仍继续具有十足的效力及作用。

- 11.9 除投资者订立的保密协议外，本协议构成有关投资者于公司投资的各方之间整份协议及谅解。本协议取代与本协议主旨事项有关的所有先前承诺、保证、担保、陈述、通信、谅解及协议(无论书面或口头)。
- 11.10 在本第11.10条另行规定的范围内，不属于本协议订约方的人士无权根据《合约(第三者权利)条例》强制执行本协议的任何条款，但并不影响除《合约(第三者权利)条例》外存在或可予使用的第三方的任何权利或补救措施：
- (a) 受弥偿方可如同本协议订约方一般强制执行及依赖第6.5条。
- (b) 未经第11.10(a)条所提述之人士的同意，本协议可终止或取消及任何条款可予以修订、修改或豁免遵守。
- 11.11 国金证券及各自有权及特此获授权按照其认为合适的方式及条款(正式或非正式及不事先发出须发送给公司或投资者任何该等转授通知)将其所有或任何相关权利、职责、权力及酌情权转授其任一位或更多联属人士。尽管已作出任何有关授权，国金证券或各自须对其根据本分条向之转授相关权利、职责、权力及/或酌情权的其任何联属人士之所有作为及不作为负责。
- 11.12 一方延迟或未能行使或强制执行本协议或法律下规定的任何权利(全部或部分)不得构成解除或放弃或以任何方式限制该方进一步行使或强制执行该权利或任何其他权利，且任何有关权利或补救措施的任何单一或部分行使不得妨碍其任何其他或进一步行使或行使任何其他权利或补救。本协议中规定的权利、权力和补救措施可累积，且不包括任何权利、权力及补救(无论依法享有或其他)。除非豁免以书面形式作出且由被请求豁免的一方签署，否则对违反本协议任何条文任何违反行为的豁免不得生效或被默示生效。
- 11.13 若在任何时候本协议的任何条文依据任何司法管辖区的法律在任何方面属于或变得不合法、无效或不可强制执行，则该条文不得影响或损害：
- (a) 本协议任何其他条文在该司法管辖区的合法性、有效性或可强制执行性；或
- (b) 本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。
- 11.14 本协议须对各方及其各自继承人、遗嘱执行人、遗产管理人、继任人和许可受让人具有约束力并仅以前述人士为受益人，及任何其他人士不得根据或凭借本协议获得或拥有任何权利。除为内部重组外，任何一方均不得转让或转移本协议中或依据本协议享有的全部或任何部分利益或权益或权利。本协议项下的义务不可转让。

- 11.15 在不损害针对投资者就其他方蒙受的损失及损害提出申索的所有权利的情况下,倘若投资者于上市日期或延迟交付日期(如适用)或之前存在违反其作出的保证之行为,则(尽管本协议任何其他条文存在相反规定)公司及国金证券有权取消本协议及本协议项下各方的所有责任即告终止。
- 11.16 各方均向其他方承诺,其将签立及执行并促使签立及执行实施本协议条文可能所需的进一步文件及行为。

12. 管辖法律和司法管辖权

- 12.1 本协议及各方之间的关系受香港法例管辖并据其解释。
- 12.2 因本协议引起或与之相关的任何争议、争论或申索或违反、终止本协议或其无效(「争议」)须根据于递交仲裁申请之日具有效力的《香港国际仲裁中心机构仲裁规则》通过仲裁解决。仲裁地点须为香港。将有三位仲裁员及仲裁程序中使用的语言为英文。仲裁庭的判定及裁决须为最终判定及裁决并对各方具有法律约束力,及可在具有司法管辖权的任何法院登录及强制执行,及各方不可撤销地及无条件地放弃任何及所有的向任何司法当局提出任何形式上诉、复核或追索的权利(只要该等放弃可有效作出)。尽管有前述规定,各方有权于任命仲裁庭之前从具有司法管辖权的法院寻求临时禁令救济或其他临时救济。在不影响国家法院管辖下可获得的临时救济的情况下,仲裁庭应有充分权限授予临时救济或命令该方请求法院修改或撤销由该法院发出的任何临时或初步救济,及对任何一方未能遵守仲裁庭在这方面的命令作出损害赔偿裁决。

13. 豁免

- 13.1 倘若在任何司法管辖区的任何法律程序(包括仲裁程序)中,投资者已经或可为其本身或其资产、财产或收入申请(基于主权或国家地位或其他)豁免任何诉讼、讼案、程序或其他法律程序(包括仲裁程序)、抵销、反申索、任何法院的司法管辖权、送达诉讼文件、扣押或协助执行任何判决、决定、裁定、命令或裁决(包括任何仲裁裁决)或给出任何救济的其他诉讼、讼案或法律程序、或强制执行任何判决、判定、裁定、命令或裁决(包括任何仲裁裁决)的其他诉讼、讼案或法律程序或只要属于在任何此类法律程序中可将其自身或其资产、财产或收入归于任何此类豁免(无论是否提出申请)之情况,投资者特此不可撤销地及无条件地放弃并同意不就任何此类法律程序相关的任何此类豁免作诉或申索。

14. 诉讼文件送达代理人

- 14.1 投资者不可撤销地同意在收到公司通知后的五(5)个营业日内委任公司、国金证券及认可的诉讼文件代理人,为其及代表其在香港接收送达的

诉讼文件。在送达至诉讼文件代理人后有关送达须被视为已完成(不论诉讼文件是否转寄至投资者或投资者是否接收)。投资者同意在委任诉讼文件代理人后尽快向公司及国金证券发送其接受委任文件的副本，并确保相关的委任不会影响公司的诉讼程序。

15. 副本

- 15.1 本协议可签立任何数量的副本，由本协议各方在单独的副本上进行签立。各个副本均属正本，且所有副本须合共构成同一份文书。通过电邮附件(PDF)或传真递送的本协议已签立副本签署页是有效的递送方式。

兹此见证，本协议已于文首日期由本协议各方正式授权签署人签立：

代表：

湖北香江电器股份有限公司

签字：

姓名：

职位：



Signature: [Handwritten signature]
Name: 潘允
Position: 董事长

代表：

香港云星科技贸易管理有限公司



签字：田贵容

姓名：田贵容

职位：董事

代表：

国金证券（香港）有限公司

签字：

A handwritten signature in black ink is written over a blue circular stamp. The stamp contains the text "GUOJIN SECURITIES" and "HONG KONG LTD." around a central emblem.

姓名：

LU Yi

职位：

企业融资部董事总经理

附表一
投资者股份

投资者股份数目

投资者股份数目应等于(1)相当于**10,000,000人民币**的港元(采用招股章程披露的港元兑人民币汇率计算得出)(包括投资者将支付的与投资者股份有关的经纪佣金及征费)除以(2)发售价，向下调整至最接近1,000股H股的整数每手买卖单位。

根据《上市规则》第18项应用指引第4.2段、上市指南第4.14章及联交所授予的豁免(如有),如出现香港公开发售下的超额认购，则投资者根据本协议将认购的投资者股份数目可能受国际发售与香港公开发售之间的H股重新分配的影响。若香港公开发售H股的总需求出现公司最终招股章程中「全球发售架构—香港公开发售—重新分配及回补」一节所载之情形,投资者股份数目可按比例扣除以满足香港公开发售下的公众需求。此外，整体协调人、独家保荐人及本公司可全权绝对酌情调整投资者股份数目的分配，以符合上市规则项下的相关要求，包括但不限于(i)上市规则第8.08(3)条，其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)上市规则第8.08(1)条规定或联交所另行豁免的最低公众持股量规定。

附表二
投资者详情

投资者：香港云星科技贸易管理有限公司

注册办事处：香港旺角弥敦道582-592号信和中心701室

商业登记证号码：77990595

纳税人识别号：不适用

法定代表人：不适用

主要业务：管理咨询、投资及贸易

营业地址：香港旺角弥敦道582-592号信和中心701室

最终控股股东：徐甜甜

股东及持有之权益：湖北兴富隆科技有限公司 (100%)

相关投资者类别（联交所的FINI承配人名单模板所载或按FINI界面或上市规则要求须就承配人披露的任何承配人类别）：基石投资者

DATED 16 June 2025

X.J. ELECTRICS (HU BEI) CO., LTD
(湖北香江電器股份有限公司)

THE CONTROLLING SHAREHOLDERS
(whose names appear in SCHEDULE 1)

SINOLINK SECURITIES (HONG KONG) COMPANY LIMITED

CCB INTERNATIONAL CAPITAL LIMITED

and

THE HONG KONG UNDERWRITERS
(whose names appear in SCHEDULE 2)

HONG KONG UNDERWRITING AGREEMENT

relating to a public offering in Hong Kong of initially 6,822,000 H Shares
(subject to reallocation)
of nominal value of RMB1.00 per H Share in the share capital of
X.J. ELECTRICS (HU BEI) CO., LTD
(湖北香江電器股份有限公司)
being part of a global offering of initially 68,220,000 H Shares
(subject to the Over-Allotment Option)

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THIS AGREEMENT is made on 16 June 2025

AMONGST:

- (1) **X.J. ELECTRICS (HU BEI) CO., LTD (湖北香江電器股份有限公司)**, a joint stock company incorporated in the People's Republic of China with limited liability and having its registered office at Kai Di Road, Li Shi Zhen Industrial Park, Qichun County, Hubei Province, PRC (the "**Company**");
- (2) **The Controlling Shareholders** whose respective names and addresses are set out in SCHEDULE 1 (collectively the "**Controlling Shareholders**" and each of them a "**Controlling Shareholder**");
- (3) **SINOLINK SECURITIES (HONG KONG) COMPANY LIMITED**, whose principal place of business is at Units 3501-08, 35/F, Cosco Tower, 183 Queen's Road Central, Hong Kong ("**Sinolink Securities**");
- (4) **CCB INTERNATIONAL CAPITAL LIMITED**, whose principal place of business is at 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong ("**CCB International**"); and
- (5) **The Hong Kong Underwriters** whose respective names and addresses are set out in SCHEDULE 2 (collectively the "**Hong Kong Underwriters**" and each of them a "**Hong Kong Underwriter**").

RECITALS:

- (A) The Company is a joint stock company established in the PRC with limited liability and is registered in Hong Kong as a non-Hong Kong company under Part 16 of the Companies Ordinance. As at the date of this Agreement, the issued share capital of the Company was RMB204,659,509, comprising 204,659,509 Domestic Unlisted Shares with a nominal value of RMB1.00 each.
- (B) As at the date of this Agreement, the Company was held by Mr. Pan Yun, X.J. Management (Qichun) and Qichun Hengxing as to approximately 54.07%, 26.39% and 19.54%, respectively. X.J. Management (Qichun) is owned as to 70.37% and 29.63% by Mr. Pan Yun and Mr. Guangshe Pan, respectively. Qichun Hengxing is an employee shareholding platform of the Group, which is owned as to 47.5% by Mr. Pan Yun. Mr. Pan Yun is the sole general partner of each of X.J. Management (Qichun) and Qichun Hengxing. Mr. Guangshe Pan is the son of Mr. Pan Yun. Immediately following the completion of the Global Offering (assuming the Over-Allotment Option is not exercised), Mr. Pan Yun, Mr. Guangshe Pan, X.J. Management (Qichun) and Qichun Hengxing will collectively hold approximately 75.00% of the total issued shares of the Company. Accordingly, Mr. Pan Yun, Mr. Guangshe Pan, X.J. Management (Qichun) and Qichun Hengxing will remain as a group of Controlling Shareholders upon Listing.
- (C) The Company proposes to conduct the Global Offering pursuant to which it will (i) offer and sell H Shares to the public in Hong Kong in the Hong Kong Public Offering; and (ii) concurrently offer and sell H Shares outside the United States in offshore transactions in reliance on Regulations S under the Securities Act to institutional and professional investors and other investors expected to have a sizeable demand for the H Shares in the International Offering.
- (D) In conjunction with the Global Offering, the Sole Sponsor has made applications on behalf of the Company on 24 September 2024 and 10 April 2025 to the Listing Division of the SEHK for the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK,

respectively.

- (E) The Hong Kong Underwriters have agreed to severally (and not jointly or jointly and severally) underwrite the Hong Kong Public Offering upon and subject to the terms and conditions of this Agreement.
- (F) The Company and the Controlling Shareholders have agreed to give the representations, warranties, undertakings and indemnities set out herein in favour of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters.
- (G) The Company has appointed Tricor Investor Services Limited to act as its H share registrar and transfer agent for the H Shares.
- (H) The Company has appointed (i) the Main Receiving Bank and (ii) the Sub-Receiving Bank as the Receiving Banks for the Hong Kong Public Offering, and (i) the Main Receiving Bank and (ii) the Sub-Nominee to hold the application monies under the Hong Kong Public Offering.
- (I) The Company, the Controlling Shareholders, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and the International Underwriters, among others, intend to enter into the International Underwriting Agreement for the underwriting of the International Offering by the International Underwriters subject to the terms and conditions set out therein.
- (J) The Company intends to grant to the International Underwriters the Over-Allotment Option, exercisable by the Sole Sponsor-Overall Coordinator (on behalf of the International Underwriters severally, and not jointly or jointly and severally) at its sole and absolute discretion, to require the Company to allot and issue additional H Shares representing not more than 15% of the Offer Shares being offered under the Global Offering (i.e. up to an aggregate of 10,233,000 additional H Shares) at the Offer Price, subject to and on the terms of the International Underwriting Agreement.
- (K) At a meeting of the Board held on 10 June 2025, resolutions were passed pursuant to which, *inter alia*, the Directors approved, and the Directors were authorised to sign on behalf of the Company, this Agreement and all the other relevant documents in connection with the Global Offering.
- (L) The Hong Kong Prospectus and the Formal Notice have been prepared and each is in the agreed form.

NOW IT IS HEREBY AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

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

“**Acceptance Date**” means 20 June 2025, being the date on which the Application Lists close in accordance with the provisions of Clause 4.4;

“**Accepted Hong Kong Public Offering Applications**” means the Hong Kong Public Offering Applications which have from time to time been accepted in whole or in part, pursuant to Clause 4.5;

“Admission” means the grant by the Stock Exchange of the listing of, and permission to deal in, the H Shares on the Main Board of the SEHK and the admission of the H Shares into CCASS (including the H Shares to be converted from Domestic Shares and any additional H Shares to be issued pursuant to any exercise of the Over-Allotment Option);

“affiliate” means (i) in relation to any person, shall be any other person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with such person, and (ii) in relation to a particular company, any company or other entity which is its holding company or subsidiary, or any subsidiary of its holding company or which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the company specified; for the purpose of the foregoing, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“controlling”, “controlled by”** and **“under common control with”** shall be construed accordingly;

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

“Application Proof(s)” means the application proof of the prospectus of the Company posted on the SEHK’s website at www.hkexnews.hk on 10 April 2025;

“Approvals and Filings” means all approvals, consents, permissions, certificates, authorizations, licenses, permits, clearances, orders, concessions, qualifications, registrations, declarations, filings and registrations;

“Articles of Association” means the amended and restated articles of association of the Company which will become effective on the Listing Date, as amended, supplemented or otherwise modified from time to time;

“associate” or **“close associate”** shall have the respective meanings ascribed thereto in the Listing Rules;

“Authority” means any administrative, governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organization or other non-governmental regulatory authority, or any court, tribunal or arbitrator, in each case whether national, central, federal, provincial, state, regional, municipal, local, domestic, foreign or supranational;

“Banking Ordinance” means the Banking Ordinance (Chapter 155 of the Laws of Hong Kong), as amended, supplemented or otherwise modified from time to time;

“Board” means the board of directors of the Company;

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

“Business Day” means any day (other than a Saturday, Sunday or public holiday) in Hong Kong on which banks in Hong Kong are open generally for normal banking business to the public;

“Capital Market Intermediaries” means Sinolink Securities, CCB International, ABCI Capital Limited and the other Hong Kong Underwriters being the capital market intermediaries of the Global Offering;

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

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

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

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

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

“**Conditions Precedent Documents**” means the documents listed in Parts A and B of SCHEDULE 4;

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

“**Cornerstone Investment Agreements**” means the several cornerstone investment agreements entered into by, among others, the Company, the Sole Sponsor-Overall Coordinator and the several cornerstone investors as described in the section headed “Cornerstone Investors” in the Hong Kong Prospectus;

“**CSRC**” means the China Securities Regulatory Commission;

“**CSRC Archive Rules**” means the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time;

“**CSRC Filing Report**” means 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;

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

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

“**CSRC Rules**” means the CSRC Filing Rules and the CSRC Archive Rules;

“**Directors**” means the directors of the Company whose names are set out in the section headed

“Directors, Supervisors and Senior Management” in the Hong Kong Prospectus;

“**Disclosure Package**” means the Preliminary Offering Circular, together with the Offer Price and other information set forth in Schedule IV - Pricing Supplement to the International Underwriting Agreement;

“**Domestic Unlisted Shares**” means ordinary shares in the share capital of the Company, with a nominal value of RMB1.00 each, which are subscribed for in Renminbi;

“**Encumbrance**” means any mortgage, charge, pledge, lien or other security interest or any option, restriction, right of first refusal, equitable right, power of sale, hypothecation, retention of title, right of pre-emption or other third party claim, right, interest or preference or any other encumbrance of any kind or an agreement, arrangement or obligation to create any of the foregoing;

“**Final Offering Circular**” means a final offering circular expected to be issued by the Company in connection with the International Offering on or around 23 June 2025;

“**FINI**” means the “Fast Interface for New Issuance”, a digital platform through which IPO market participants and regulators can manage the end-to-end settlement process for new listings in Hong Kong;

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

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

“**Group**” means the Company and its Subsidiaries or, where the context so requires, their predecessors (as the case may be), and the expression “**member of the Group**” or “**Group Companies**” shall be construed accordingly;

“**Guide**” means the Guide for New Listing Applicants published by the Stock Exchange;

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

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

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

“**Hong Kong Offer Shares**” means 6,822,000 H Shares being initially offered by the Company for subscription under the Hong Kong Public Offering, subject to reallocation as provided in Clauses 2.6, 4.11 and 4.12, as applicable;

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

“**Hong Kong Prospectus Date**” means the date of issue of the Hong Kong Prospectus, which is expected to be on or around 17 June 2025;

“**Hong Kong Public Offering**” means the offer of the Hong Kong Offer Shares for subscription by the public in Hong Kong upon and subject to the terms and conditions of this Agreement and the Hong Kong Prospectus;

“**Hong Kong Public Offering Applications**” means applications to purchase Hong Kong Offer

Shares made online through the HK eIPO White Form Service or through the HKSCC EIPO channel to cause HKSCC Nominee Limited to apply on an applicant's behalf and otherwise made in compliance with the terms and conditions of the Hong Kong Prospectus, including, for the avoidance of doubt, the Hong Kong Underwriters' Applications;

"Hong Kong Public Offering Over-Subscription" has the meaning ascribed to it in Clause 4.11;

"Hong Kong Public Offering Under-Subscription" has the meaning ascribed to it in Clause 4.6;

"Hong Kong Public Offering Underwriting Commitment(s)" means, in relation to any Hong Kong Underwriter, the number of Hong Kong Offer Shares which such Hong Kong Underwriter has agreed to procure purchasers to subscribe for, or failing which itself as principal apply to subscribe for, pursuant to the terms of this Agreement, being such number calculated by applying the percentage set forth opposite the name of such Hong Kong Underwriter as set out in SCHEDULE 2 to the aggregate number of Hong Kong Offer Shares determined after taking into account any adjustment pursuant to Clauses 2.6, 4.11 and 4.12, as applicable, but in any event not exceeding the maximum number of Hong Kong Offer Shares as shown opposite the name of such Hong Kong Underwriter as set out in SCHEDULE 2;

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

"H Share(s)" means overseas listed foreign ordinary share(s) 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;

"H Share Registrar" means Tricor Investor Services Limited;

"H Share Registrar Agreement" means the agreement dated 13 June 2025 entered into between the Company and the H Share Registrar in relation to, among others, the appointment of the H Share Registrar;

"Indemnified Parties" means the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters; their respective subsidiaries, head offices and branches, associates and affiliates, their respective delegates referred to in Clause 3.8; their respective representatives, partners, directors, officers, employees and agents; all representatives, partners, directors, officers, employees and agents of their respective subsidiaries, head offices and branches, associates and affiliates directly involved in the Global Offering; and the successors and assigns of all of the foregoing persons, and **"Indemnified Party"** means any of them;

"Indemnifying Parties" has the meaning ascribed to it in Clause 12.1 of this Agreement;

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

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

"International Offer Shares" means 61,398,000 H Shares initially being offered by the

Company for subscription under the International Offering, subject to reallocation in accordance with this Agreement and the International Underwriting Agreement, together with any additional H Shares that may be allotted and issued pursuant to the exercise of the Over-Allotment Option;

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

“International Offering Underwriting Commitment” means, in relation to any International Underwriter, the number of International Offer Shares in respect of which such International Underwriter has agreed to purchase or procure investors to purchase pursuant to the terms of the International Underwriting Agreement, subject to reallocation in accordance with the International Underwriting Agreement and subject to the Over-Allotment Option;

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

“International Underwriting Agreement” means the international underwriting agreement relating to the International Offering to be entered into between, among others, the Company, the Controlling Shareholders, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and the International Underwriters;

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

“Joint Bookrunners” means Sinolink Securities, CCB International, ABCI Capital Limited, CMBC Securities Company Limited, CMB International Capital Limited, First Fidelity Capital (International) Limited, Uzen Securities Limited and Valuable Capital Limited, being the joint bookrunners of the Global Offering;

“Joint Global Coordinators” means Sinolink Securities and CCB International, being the joint global coordinators of the Global Offering;

“Joint Lead Managers” means Sinolink Securities, CCB International, ABCI Securities Company Limited, CMBC Securities Company Limited, CMB International Capital Limited, First Fidelity Capital (International) Limited, Uzen Securities Limited and Valuable Capital Limited being the joint lead managers to the Global Offering;

“Laws” means any and all international, national, central, federal, provincial, state, regional, municipal, local, domestic or foreign laws (including, without limitation, any common law or case law), statutes, ordinances, legal codes, resolutions, regulations or rules (including, without limitation, the Listing Rules, Code of Conduct, Companies Ordinance, Companies (WUMP) Ordinance, the CSRC Rules, and any and all regulations, rules, sanctions, orders, judgments, decrees, rulings, opinions, guidelines, measures, notices or circulars (in each case, whether formally published or not and to the extent mandatory or, if not complied with, the basis for legal, administrative, regulatory or judicial consequences) of any Authority);

“Listing Date” means the first day on which the H Shares commence trading on the Main Board of the SEHK (which is expected to be on 25 June 2025);

“Listing Rules” means The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time), together with the Guide and other requirements of the SEHK;

“Main Receiving Bank” means DBS Bank (Hong Kong) Limited;

“Material Adverse Change” means a material adverse change, or any development that could result in a material adverse change, in or affecting the position or condition (financial, trading or otherwise), profits, losses, assets, liabilities (actual or contingent), general affairs, business, management, performance, prospects, shareholders’ equity and results of operations of the Group taken as a whole;

“Offer Price” means the final price per Offer Share (exclusive of the Brokerage, the Trading Fee and the Transaction Levy) at which the Offer Shares are to be allotted, issued, subscribed and/or purchased (as the case may be) under the Global Offering;

“Offer Shares” means the Hong Kong Offer Shares and the International Offer Shares, being offered at the Offer Price under the Global Offering, together with, where relevant, the Option Shares;

“Offering Documents” means the Hong Kong Prospectus, the Disclosure Package, the Final Offering Circular and any other information, materials, documents or communications, issued, given, released or used in connection with the contemplated offering and sale of the Offer Shares or otherwise in connection with the Global Offering, including without limitation, any Investor Presentation Materials relating to the Offer Shares, and in each case, all amendments or supplements thereto, whether or not approved by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators or any of the Underwriters;

“Operative Documents” means the Price Determination Agreement, the Receiving Bank Agreement and the H Share Registrar Agreement;

“Option Shares” means additional H Shares which may be issued under the Over-Allotment Option (i.e. up to an aggregate of 10,233,000 additional H Shares at the Offer Price;

“Overall Coordinators” means Sinolink Securities and CCB International, being the overall coordinators of the Global Offering;

“Over-Allotment Option” means the option to be granted under the International Underwriting Agreement by the Company to the International Underwriters, exercisable by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the International Underwriters) severally, and not jointly or jointly and severally, pursuant to which the Company is required to allot and issue the Option Shares as may be necessary to, among other things, cover over-allocations made in connection with the International Offering, on and subject to the terms of the International Underwriting Agreement;

“PHIP” means the post hearing information pack of the Company posted on the SEHK’s website at www.hkexnews.hk on 10 June 2025, as amended or supplemented by and amendment or supplement thereto posted on the Stock Exchange’s website from that date through to the time of the registration of the Hong Kong Prospectus (if any);

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

“Preliminary Offering Circular” means the preliminary offering circular dated 17 June 2025

to be issued by the Company in relation to the International Offering and stated therein to be subject to amendment and completion, as amended and supplemented by any amendment or supplement thereto prior to the Time of Sale (as defined in the International Underwriting Agreement);

“Price Determination Agreement” means the agreement in agreed form to be entered into between the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) on the Price Determination Date to record the Offer Price;

“Price Determination Date” means the date on which the Offer Price is fixed for the purposes of the Hong Kong Public Offering, which is expected to be on or about 23 June 2025;

“Proceedings” has the meaning ascribed to it in Clause 12.1 of this Agreement;

“Qichun Hengxing” means Qichun Hengxing Technology Management Centre (Limited Partnership)* (蕪春恒興科技管理中心(有限合夥)), a limited partnership established in the PRC on 28 October 2016, and a Controlling Shareholder;

“Receiving Bank(s)” means the Main Receiving Bank and the Sub-Receiving Bank, or any of them;

“Receiving Bank Agreement” means the receiving bank agreement dated 13 June 2025 entered into between the Company, the Receiving Banks, the Sole Sponsor-Overall Coordinator, the Sub-Nominee and the H Share Registrar;

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

“Reporting Accountants” means Deloitte Touche Tohmatsu, Certified Public Accountants and Registered Public Interest Entity Auditor;

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

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

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

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

“Shares” means ordinary shares in the share capital of the Company with a nominal value of RMB1.00 each, comprising the Domestic Unlisted Shares and H Shares;

“Sole Sponsor” and **“Sole Sponsor-Overall Coordinator”** means Sinolink Securities, being the sole sponsor and the sole sponsor-overall coordinator of the Company’s listing on the SEHK;

“Stabilising Manager” has the meaning ascribed to it in Clause 7.1 of this Agreement;

“Sub-Nominee” means ICBC (Asia) Nominee Limited;

“Sub-Receiving Bank” means Industrial and Commercial Bank of China (Asia) Ltd.;

“Subsidiaries” means the subsidiaries of the Company;

“Taxation” or **“Taxes”** means all present or future taxes, levies, imposts, duties, fees,

assessments or other charges of whatever nature imposed, assessed or levied by any Authority, whether by way of actual assessment, loss of allowance, withholding, deduction or credit available for relief or otherwise, including all interest, additions to tax, penalties or similar liabilities with respect thereto and whether of Hong Kong, the PRC, the United States 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;

“Trading Fee” means the trading fee at the rate of 0.00565% of the Offer Price in respect of the Offer Shares imposed by the SEHK;

“Transfer Pricing Consultant” means Beijing Tian Zhi Tax Agent Co., Ltd Shenzhen Branch, the independent transfer pricing consultant to the Company;

“Transaction Levy” means the aggregation of (i) the transaction levy at the rate of 0.0027% of the Offer Price in respect of the Offer Shares imposed by the SFC, and (ii) the transaction levy at the rate of 0.00015% of the Offer Price in respect of the Offer Shares imposed by the Accounting and Financial Reporting Council of Hong Kong;

“Underwriters” means the Hong Kong Underwriters and the International Underwriters;

“Underwriting Commission” has the meaning ascribed to it in Clause 6.1 of this Agreement;

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

“Valuer” means AVISTA Valuation Advisory Limited, independent property valuer;

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

“Warranties” means the representations, warranties, agreements and undertakings of the Warrantors as set out in Part A of SCHEDULE 3, and (b) the Controlling Shareholders as set out in Part B of SCHEDULE 3, and **“Warranty”** means any of them;

“Warrantors” means the Company and the Controlling Shareholders;

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

“HK eIPO White Form Service Provider” means Tricor Investor Services Limited, the HK eIPO White Form Service provider designated by the Company; and

“X.J. Management (Qichun)” means X.J. Management (Qichun) Limited Partnership* (蕪春華鈺科技管理中心(有限合夥)), a limited partnership established in the PRC on 18 November 2016, and a Controlling Shareholder.

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

- 1.3 **Recitals and Schedules:** The Recitals and Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the Recitals and the Schedules.
- 1.4 **References:** Except where the context otherwise requires, in this Agreement:
- 1.4.1 whenever the words “**include**,” “**includes**,” and “**including**” are used in this Agreement, they shall be deemed to be followed by the words “**without limitation**”;
 - 1.4.2 references to “**Clauses**,” “**Recitals**” and “**Schedules**” are to clauses of and recitals and schedules to this Agreement;
 - 1.4.3 the terms “**herein**,” “**hereof**,” “**hereto**,” “**hereinafter**” and similar terms, shall in each case refer to this Agreement as a whole and not to any particular clause, paragraph, sentence, schedule or other subdivision of this Agreement;
 - 1.4.4 the term “**or**,” is not exclusive;
 - 1.4.5 references to “**persons**” shall include any individual, firm, company, bodies corporate, government, state or agency of a state or any joint venture, unincorporated associations and partnerships (whether or not having separate legal personality);
 - 1.4.6 the terms “**purchase**” and “**purchaser**”, when used in relation to the H Shares, shall include, respectively, a subscription for the H Shares and a subscriber for the H Shares;
 - 1.4.7 the terms “**sell**” and “**sale**”, when used in relation to the H Shares, shall include an allotment or issuance of the H Shares by the Company;
 - 1.4.8 references to a “**subsidiary**” or “**holding company**” shall be construed to have the same meanings as defined in section 15 and section 13 of the Companies Ordinance;
 - 1.4.9 references to any statute or statutory provisions, or rules or regulations (whether or not having the force of law), shall be construed as references to the same as amended, varied, modified, consolidated, re-enacted and/or replaced from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such statutes or statutory provisions;
 - 1.4.10 references to a document being “**in agreed form**” shall mean such document in a form agreed between the Company, the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) or identified as such by way of exchange of emails between (a) DeHeng Law Offices (Hong Kong) LLP, legal advisers to the Company as to Hong Kong Laws, on behalf of the Company; and (b) Jingtian & Gongcheng LLP, legal advisers to the Underwriters as to Hong Kong Laws, on behalf of the Sole Sponsor and the Hong Kong Underwriters;
 - 1.4.11 references to a “**certified true copy**” means a copy certified as a true copy by a Director or the secretary of the Company or the counsel for the Company;
 - 1.4.12 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
 - 1.4.13 references to times of day and dates are to Hong Kong times and dates, respectively;
 - 1.4.14 references to one gender shall include the other genders; and

1.4.15 references to the singular shall include the plural and vice versa.

2 CONDITIONS

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

- 2.1.1 the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) receiving from the Company all Conditions Precedent Documents as set out in Part A of SCHEDULE 4 and Part B of SCHEDULE 4, in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, not later than 8:00 p.m. on the Business Day immediately before the Hong Kong Prospectus Date and 8:00 p.m. on the Business Day immediately before the Listing Date, respectively or such later time and/or date as the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may agree, respectively;
- 2.1.2 the issue by the SEHK of a certificate of authorisation of registration in respect of the Hong Kong Prospectus and the registration by the Registrar of Companies in Hong Kong of one copy of the Hong Kong Prospectus, duly certified by two Directors (or by their attorneys duly authorised in writing) as having been approved by resolutions of the Board and having attached thereto all necessary consents and documents required by section 342C (subject to any certificate of exemption granted pursuant to section 342A) of the Companies (WUMP) Ordinance, not later than 6:00 p.m. or such later time as agreed by the SEHK (as the case may be) on the Business Day immediately before the Hong Kong Prospectus Date;
- 2.1.3 Admission having occurred and become effective (either unconditionally or subject only to allotment and issue of the relevant Offer Shares, despatch or availability for collection of H Share certificates in respect of the Offer Shares and/or such other conditions as may be acceptable to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) on or before the Listing Date (or such later date as the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may agree in writing) and Admission not subsequently having been withdrawn, revoked, withheld or subject to qualifications (except for customary conditions imposed by the SEHK in relation to the Listing) prior to the commencement of trading of the H Shares on the SEHK;
- 2.1.4 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 withdrawn or revoked prior to 8:00 a.m. on the Listing Date;
- 2.1.5 the Offer Price having been fixed, and the Price Determination Agreement having been duly executed by the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), on the Price Determination Date (or such later date as may be agreed between the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters)) and such agreement not subsequently having been terminated prior to 8:00 a.m. on the Listing Date;
- 2.1.6 the execution and delivery of the International Underwriting Agreement by the parties thereto on or around the Price Determination Date, the obligations of the International Underwriters under the International Underwriting Agreement having become and remained unconditional in accordance with its terms, save for the condition therein

relating to the obligations of the Hong Kong Underwriters under this Agreement (and any condition for this Agreement becoming unconditional) and the International Underwriting Agreement not having been terminated in accordance with its terms or otherwise, prior to 8:00 a.m. on the Listing Date;

- 2.1.7 the Company having obtained from or made to (as the case may be) the relevant Authorities all applicable Approvals and Filings in connection with the Global Offering, including that all of the waivers and/or exemptions (if applicable) as stated in the Hong Kong Prospectus to be granted by the SEHK and/or the SFC (if applicable) are granted, and all such Approvals and Filings are not otherwise revoked, withdrawn, amended or invalidated;
 - 2.1.8 the Warranties being true, accurate, not misleading and not being breached in all material respect on and as of the dates and times specified under Clause 8.2 (as though they had been given and made on such date by references to the facts and circumstances then subsisting); and
 - 2.1.9 each of the Warrantors having complied with its/his obligations and conditions on its/his part under this Agreement (or otherwise waived in accordance with the terms stated under this Agreement) on or prior to the respective times and dates by which such obligations must be performed or such conditions must be met, as the case may be.
- 2.2 **Procure fulfilment:** The Warrantors jointly and severally undertake to the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to procure the fulfilment of the Conditions (provided that nothing in this Clause 2.2 shall require the Warrantors to procure the fulfilment of such Conditions by the Sole Sponsor, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and their counsel) on or before the relevant time or date specified therefor and, in particular, shall furnish such information, supply such documents, pay such fees, give such undertakings and do all acts and things as may be required by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters), the SEHK, the SFC, the CSRC and the Registrar of Companies in Hong Kong and any relevant Authority for the purposes of or in connection with the listing of and permission to deal in the H Shares on the SEHK and the fulfilment of such Conditions.
- 2.3 **Extension:** The Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) shall have the right, in their sole and absolute discretion, on or before the last day on which each of the Conditions is required to be fulfilled, either:
- 2.3.1 to extend the deadline for the fulfilment of any Condition by such number of days/hours and/or in such manner as the Sole Sponsor-Overall Coordinator may determine (in which case the Sole Sponsor-Overall Coordinator shall be entitled to extend the other dates or deadlines referred to in this Agreement in such manner as it deems appropriate, provided that no extension shall be made beyond 17 July 2025 (being the date which is the 30th day after the date of the Hong Kong Prospectus) and any such extension and the new timetable shall be notified by the Sole Sponsor-Overall Coordinator to the other parties to this Agreement and the relevant Authorities (where applicable) as soon as practicable after any such extension is made); or
 - 2.3.2 in respect of the Conditions set out in Clauses 2.1.1, 2.1.8 and 2.1.9 only, to waive or modify (with or without condition(s) attached and in whole or in part) such Conditions on behalf of the Underwriters.

- 2.4 **Conditions not satisfied:** Without prejudice to Clauses 2.3 and 11, if any of the Conditions shall not have been fulfilled in accordance with the terms hereof on or before the date or time specified therefor without any subsequent extension of time or waiver or modification in accordance with the terms hereof, this Agreement shall terminate with immediate effect and the provisions of Clause 11.2 shall apply.
- 2.5 **Determination of Offer Price:** The Company and the Sole Sponsor-Overall Coordinator (for itself 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 Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) reach agreement on the Offer Price on or about the Price Determination Date, then such agreed price shall represent the Offer Price for the purposes of the Global Offering and for this Agreement and the parties shall record the agreed price by executing the Price Determination Agreement. If no such agreement is reached and the Price Determination Agreement is not signed by 12:00 noon on 23 June 2025 and no extension is granted by the Sole Sponsor-Overall Coordinator pursuant to Clause 2.3, the provisions of Clause 2.4 shall apply. Each of the Hong Kong Underwriters (other than the Sole Sponsor-Overall Coordinator) hereby authorises the Sole Sponsor-Overall Coordinator to negotiate and agree on its behalf the Offer Price and to execute and deliver the Price Determination Agreement on its behalf with such variations, if any, as in the sole and absolute judgement of the Sole Sponsor-Overall Coordinator may be necessary or desirable and further agree that it will be bound by all the terms of the Price Determination Agreement as executed.
- 2.6 **Reduction of indicative Offer Price range or number of Offer Shares:** The Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) may, where 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 prior consent of the Company, reduce the number of Offer Shares initially offered in the Global Offering and/or the Offer Price to that below the indicative Offer Price range stated in the Hong Kong Prospectus at any time prior to the morning of the Acceptance Date, in which event the Company shall, as soon as practicable following the decision to make such reduction and, in any event, not later than the morning of the Acceptance Date, cause an announcement of such reduction to be published on the websites of the Company at www.xigroup.com and the Stock Exchange at www.hkexnews.hk. The Company will also, as soon as practicable following the decision to make such change, issue a supplemental or new prospectus updating investors of the change in the number of Offer Shares being offered under the Global Offering and/or the Offer Price and the Global Offering must first be cancelled and subsequently relaunched on FINI system pursuant to the supplemental or new prospectus in accordance with Chapter 4.14 of the Guide.

3 APPOINTMENTS

- 3.1 **Sole Sponsor and the Sole Sponsor-Overall Coordinator:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Sole Sponsor to act as the Sole Sponsor and the Sole Sponsor-Overall Coordinator in connection with the listing of the H Shares on the SEHK, and the Sole Sponsor, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointments. For the avoidance of doubt, the appointment of the Sole Sponsor hereunder is in addition to its engagement under the terms and conditions of the sponsor engagement letter and its supplemental agreement entered into between the Company and Sinolink Securities dated 24 June 2024 and 10 August 2024 (the “**Sponsor Engagement Letter**”) respectively, which shall continue to be in full force and effect.
- 3.2 **Overall Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Overall Coordinators to act as the overall coordinators to the

Global Offering, and each of the Overall Coordinators, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Overall Coordinators hereunder is in addition to their respective engagements under the terms and conditions of the Sponsor Engagement Letter (for Sinolink Securities) and the overall coordinator engagement letter entered into between the Company and CCB International dated 10 October 2024 in respect of the Global Offering (the “**CCB OC Engagement Letter**”) (for CCB International), which shall continue to be in full force and effect.

- 3.3 **Joint Global Coordinators:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Global Coordinators to act as the joint global coordinators to the Global Offering, and each of the Joint Global Coordinators relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.4 **Joint Bookrunners:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Bookrunners to act as the joint bookrunners of the Global Offering, and each of the Joint Bookrunners relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.5 **Joint Lead Managers:** The Company hereby confirms and acknowledges its appointment, to the exclusion of all others, of the Joint Lead Managers to act as the joint lead managers of the Global Offering, and each of the Joint Lead Managers relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment.
- 3.6 **Hong Kong Underwriters:** The Company hereby confirms and acknowledges its appointment of the Hong Kong Underwriters, to the exclusion of all others, to underwrite the Hong Kong Offer Shares, and the Hong Kong Underwriters, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby severally (and not jointly or jointly and severally) confirms and acknowledges its acceptance of such appointment.
- 3.7 **Capital Market Intermediaries:** The Company hereby confirms and acknowledges its appointment of the Capital Market Intermediaries, to the exclusion of all others, to act as the capital market intermediaries of the Hong Kong Public Offering and the International Offering, and each of the Capital Market Intermediaries, relying on the Warranties and subject to the terms and conditions of this Agreement, hereby confirms and acknowledges its acceptance of such appointment. For the avoidance of doubt, the appointment of the Capital Market Intermediaries hereunder is in addition to their engagement under the terms and conditions of their respective engagement letters (the “**CMI Engagement Letters**”) in respect of the Global Offering entered into among the relevant Capital Market Intermediary and the Company (as the case may be), which shall continue to be in full force and effect.
- 3.8 **Delegation:** Each appointment referred to in Clauses 3.1 to 3.7 is made on the basis, and on terms, that each appointee is irrevocably authorised to delegate all or any of its relevant rights, duties, powers, authorities and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company) to any one or more of its affiliates or any other person, so long as such affiliates or persons are permitted by applicable Laws to discharge the duties conferred upon them by such delegation. Notwithstanding such delegation, each appointee shall remain liable for all acts and omissions of any of its affiliates or any other person to which it delegates relevant rights, duties, powers, authorities and discretions pursuant to this Clause 3.8.
- 3.9 **Sub-underwriting:** The Hong Kong Underwriters shall be entitled to enter into sub-

underwriting agreements in respect of any part of their respective Hong Kong Public Offering Underwriting Commitments, provided that no Hong Kong Underwriter shall offer or sell any Hong Kong Offer Shares in connection with any such sub-underwriting arrangements to any person in respect of whom such offer or sale would be in contravention of the Listing Rules, applicable Laws or any selling restrictions set out in any of the Offering Documents. All sub-underwriting commission shall be borne by the relevant Hong Kong Underwriter absolutely and shall not be for the account of the Company. The entitlement of the Hong Kong Underwriters to enter into sub-underwriting agreements in respect of any part of their respective commitments under the Hong Kong Public Offering shall not affect any of the obligations of the Hong Kong Underwriters under this Agreement, which shall remain in full force and effect at all times. Each of the Warrantors owes no duty or obligations to any of the sub-underwriters so appointed, and none of the Warranties under this Agreement are for the benefit of such sub-underwriters.

- 3.10 **Conferment of authority:** The Company hereby irrevocably agrees that the foregoing appointments under Clauses 3.1 to 3.7 confer on each of the appointees and their respective delegates under Clause 3.8 all rights, powers, authorities and discretions on behalf of the Company which are necessary for, or incidental to, the performance of such appointee's roles as a Sole Sponsor, a Sole Sponsor-Overall Coordinator, an Overall Coordinator, a Joint Global Coordinator, a Joint Lead Manager, a Joint Bookrunner, a Capital Market Intermediary or a Hong Kong Underwriter (as the case may be) and hereby agrees to ratify and confirm everything each such appointee or each such delegate has done or shall do within the scope of such appointments or in the exercise of such rights, powers, authorities and discretions. The Company undertakes with the Sole Sponsor, the Sole Sponsor-Overall Coordinator, Overall Coordinators, Joint Global Coordinators, Joint Bookrunners, Joint Lead Managers, Capital Market Intermediaries and Hong Kong Underwriters that it will procure that there is no offer, sale or distribution of the Hong Kong Offer Shares otherwise than in accordance with and on the terms and conditions of the Hong Kong Prospectus and this Agreement.
- 3.11 **No fiduciary relationship:** Each of the Warrantors acknowledges and agrees that the Hong Kong Underwriters, in their roles as such, are acting solely as underwriters in connection with the Hong Kong Public Offering, the Overall Coordinators, in their roles as such, are acting solely as overall coordinators of the Global Offering, the Joint Global Coordinators, in their roles as such, are acting solely as global coordinators of the Global Offering, the Joint Bookrunners, in their roles as such, are acting solely as joint bookrunners of the Global Offering, the Joint Lead Managers, in their roles as such, are acting solely as the joint lead managers of the Global Offering, the Capital Market Intermediaries, in their roles as such, are acting solely as the capital market intermediaries of the Global Offering, and the Sole Sponsor, in its role as such, is acting solely as Sole Sponsor in connection with the listing of the H Shares on the SEHK.

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

acknowledges and agrees that each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and the Capital Market Intermediaries is acting in the capacity as a sponsor, a sponsor-overall coordinator, an overall coordinator and a capital market intermediary respectively subject to the Code of Conduct, and therefore the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, and the Capital Market Intermediaries only owe certain regulatory duties to the SEHK, the SFC and the CSRC (as the case may be) but not to any other party including the Warrantors.

The Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters hereby expressly disclaim any fiduciary or advisory or similar obligations to the Warrantors or any of them, either in connection with the transactions contemplated under this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has advised or is currently advising the Warrantors or any of them on other matters, except for, with respect to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinators, the advisory responsibility to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the Corporate Finance Adviser Code of Conduct published by the SFC in their capacity as the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinators in connection with the Listing and the Global Offering), and each of the Warrantors hereby confirms its understanding and agreement to that effect. The Warrantors, on the one hand, and the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, on the other hand, agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, to the Warrantors or any of them regarding such transactions, including but not limited to, any opinions or views with respect to the price or market for the H Shares, do not constitute advice or recommendations to the Warrantors or any of them (except for, with respect to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinators, the advice to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the Corporate Finance Adviser Code of Conduct published by the SFC in their capacity as the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinators in connection with the Listing and the Global Offering).

The Warrantors, on the one hand, and the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, on the other hand, agree that the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as applicable, in their respective roles as such and with respect to transactions carried out at the request of and for the Company pursuant to their respective appointments as such, are acting as principal and not the agent or fiduciary of any of the Warrantors (except and solely, with respect to the Sole Sponsor-Overall Coordinator, for the limited purposes of arranging payment on behalf of the Company of the Trading Fee and the Transaction Levy as set forth in Clause 5.4 hereof, and with respect to the Hong Kong Underwriters, for the limited purposes of procuring applications

to purchase Unsold Hong Kong Offer Shares as set forth in Clause 4.6 hereof) nor the fiduciary or adviser of any of the Warrantors, and none of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has assumed, or will assume, any fiduciary, agency or advisory or similar responsibility in favor of the Warrantors or any of them with respect to the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions (irrespective of whether any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has advised or is currently advising the Warrantors or any of them on other matters, except for, with respect to the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinators, the advisory responsibility to the Company on matters in relation to the Company's listing application as prescribed by and solely to the extent as required under the Listing Rules, the Code of Conduct and the Corporate Finance Adviser Code of Conduct published by the SFC in their capacity as the Sole Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinators in connection with the Listing and the Global Offering).

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

The Warrantors further acknowledge and agree that the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests different from those of the Warrantors.

Each of the Warrantors hereby waives and releases, to the fullest extent permitted by Laws, any conflict of interests and any claims that such Warrantor may have against any of the Hong Kong Underwriters, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall

Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers or the Capital Market Intermediaries with respect to any breach or alleged breach of any fiduciary, advisory or similar duty to such Warrantor in connection with the transactions contemplated by this Agreement or otherwise by the Global Offering or the listing of the H Shares on the SEHK or any process or matters leading up to such transactions.

- 3.12 **No liability for Offer Price and Offering Documents:** Notwithstanding anything contained in this Agreement to the contrary, none of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and the other Indemnified Parties shall have any liability whatsoever to the Warrantors or any other person in respect of any loss or damage to any person arising from any transaction carried out by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party, in respect of the following matters (it being acknowledged by the parties that the Warrantors are solely responsible in this regard):

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

3.12.2 any of the matters referred to in Clauses 12.1.1 to 12.1.4,

and, notwithstanding anything contained in Clause 12, each Indemnified Party shall be entitled pursuant to the indemnities contained in Clause 12 to recover any Loss (as defined in Clause 12.1) incurred or suffered or made as a result of or in connection with any of the foregoing matters.

- 3.13 **Several obligations:** Any transaction carried out by any of the appointees pursuant to its appointment under Clauses 3.1 to 3.7, as applicable, or by any of the delegates under Clause 3.8 of such appointee (other than a purchase of any Hong Kong Offer Shares by such appointee as principal and any stabilisation activity) shall constitute a transaction carried out at the request of and for the Company and not on account of or for any of the other appointees under Clauses 3.1 to 3.7 or their respective delegates under Clause 3.8. To the extent permitted by Laws, the obligations of the appointees hereunder are several (and not joint or joint and several). Save as provided in Clause 3.8, none of the appointees under Clauses 3.1 to 3.7 will be liable for any failure on the part of any of the other appointees to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the other appointees to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the appointees under Clauses 3.1 to 3.7 shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other appointees.

4 THE HONG KONG PUBLIC OFFERING

- 4.1 **Hong Kong Public Offering:** The Company shall offer and sell the Hong Kong Offer Shares for subscription by the public in Hong Kong at the Offer Price (together with Brokerage, Trading Fee and Transaction Levy) payable in full on application in Hong Kong dollars on and subject to the terms and conditions set out in the Hong Kong Prospectus and this Agreement. Subject to the registration of the Hong Kong Prospectus by the Company or counsel for the Company on the Company's behalf, the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) shall arrange for and the Company shall cause, the Formal Notice to be published on the official website of the SEHK at www.hkexnews.hk and on the website of the Company at www.xigroup.com (or such other publications and/or day(s) as may be agreed by the Company and the Sole Sponsor-Overall Coordinator). The Company will, on the Hong Kong Prospectus Date, publish the Hong Kong Prospectus on the official website of the

Company at www.xigroup.com and the official website of the SEHK at www.hkexnews.hk.

- 4.2 **Receiving Banks and Sub-Nominee:** The Company has appointed the Receiving Banks to receive applications and application monies under the Hong Kong Public Offering and has appointed the Main Receiving Bank and the Sub-Nominee to hold the application monies received by the Receiving Banks under the Hong Kong Public Offering, in each case upon and subject to terms and the conditions contained in the Receiving Banks Agreements. The Company shall use its best endeavours to procure (i) each of the Receiving Banks and the Sub-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) each of the Main Receiving Bank and the Sub-Nominee to undertake to hold and deal with such application monies upon and subject to the terms and conditions contained in the Receiving Banks Agreements.
- 4.3 **H Share Registrar and HK eIPO White Form Service:** The Company has appointed the H Share Registrar to provide services in connection with the processing of the Hong Kong Public Offering Applications upon and subject to the terms and conditions of the H Share Registrar Agreement. The Company has appointed Tricor Investor Services Limited to act as the service provider in relation to the HK eIPO White Form Service upon and subject to the terms and conditions of the H Share Registrar Agreement. The Company will use its best endeavours to procure the H Share Registrar to do all such acts and things as may be reasonably required to be done by it in connection with the Hong Kong Public Offering and its associated transactions.
- 4.4 **Application Lists:** Subject as mentioned below, the Application Lists will open at 11:45 a.m. on the Acceptance Date and will close at 12:00 noon on the same day, provided that in the event of a tropical cyclone warning signal number 8 or above, a “black” rainstorm warning signal being in force in Hong Kong or “extreme conditions” caused by a super typhoon as announced by the government of Hong Kong at any time between 9:00 a.m. and 12:00 noon on that day, then the Application Lists will open at 11:45 a.m. and close at 12:00 noon on the next Business Day on which no such signal or conditions remains in force in Hong Kong at any time between 9:00 a.m. and 12:00 noon. All references in this Agreement to the Acceptance Date and to the time of opening and closing of the Application Lists shall be construed accordingly.
- 4.5 **Basis of allocation:** The Company agrees that the Sole Sponsor-Overall Coordinator shall have the exclusive right, in their sole and absolute discretion, upon and subject to the terms and conditions of the Hong Kong Prospectus, the Receiving Bank Agreement and this Agreement, and in compliance with applicable Laws, to determine the manner and the basis of allocation of the Hong Kong Offer Shares, and to reject or accept in whole or in part any Hong Kong Public Offering Application, and where the number of Hong Kong Offer Shares being applied for exceeds the total number of the Hong Kong Offer Shares, to determine the basis of allocation of the Hong Kong Offer Shares.

The Company shall, and shall use its best endeavours to procure that the Receiving Banks and the H Share Registrar shall, as soon as practicable after the close of the Application Lists and in any event in accordance with the terms of the Receiving Bank Agreement, provide the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) with such information, calculations and assistance as the Sole Sponsor and the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) may require for the purposes of determining, *inter alia*:

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

by which the number of Hong Kong Offer Shares which have been applied for pursuant to Accepted Hong Kong Public Offering Applications exceeds the total number of Hong Kong Offer Shares initially available for subscription under the Hong Kong Public Offering; or

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

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

4.6.1 the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be several (and not joint or joint and several);

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

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

where in relation to such Hong Kong Underwriter:

- N is the number of Unsold Hong Kong Offer Shares which such Hong Kong Underwriter is obligated to apply to purchase or procure applications to purchase under this Clause 4.6, subject to such adjustment as the Overall Coordinators may determine to avoid fractional shares;
- T is the total number of Unsold Hong Kong Offer Shares determined after taking into account any reduction pursuant to Clauses 2.6, 4.11 and 4.12, 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 reallocation and/or reduction pursuant to Clauses 2.6, 4.10 and 4.12, as applicable; and
- AP is the aggregate number of Hong Kong Offer Shares comprised in the Hong Kong Underwriter's Applications of all the Hong Kong Underwriters; and

- 4.6.3 the obligations of the Hong Kong Underwriters determined pursuant to this Clause 4.6 may be rounded, as determined by the Sole Sponsor-Overall Coordinator in its sole and absolute discretion, to avoid fractions and odd lots. The determination of the Sole Sponsor-Overall Coordinator of the obligations of the Hong Kong Underwriters with respect to the Unsold Hong Kong Offer Shares under this Clause 4.6 shall be final and conclusive.

None of the Hong Kong Underwriters will be liable for any failure on the part of any of the other Hong Kong Underwriters to perform its obligations under this Clause 4.6 or otherwise under this Agreement. Notwithstanding the foregoing, each of the Hong Kong Underwriters shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Hong Kong Underwriters.

- 4.7 **Hong Kong Underwriters' set-off:** In relation to each Hong Kong Public Offering Application made or procured to be made by any of the Hong Kong Underwriters otherwise than pursuant to the provisions of Clause 4.9, the Hong Kong Public Offering Underwriting Commitment of such Hong Kong Underwriter shall, subject to the applications having been marked or identified with the name of such Hong Kong Underwriter (or any sub-underwriter of such Hong Kong Underwriter) and to such Hong Kong Public Offering Application having been accepted (whether in whole or in part) pursuant to the provisions of Clause 4.5 and thus becoming an Accepted Hong Kong Public Offering Application, be reduced *pro tanto* by the number of Hong Kong Offer Shares accepted pursuant to and comprised in such Accepted Hong Kong Public Offering Application until the Hong Kong 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 5.

- 4.8 **Accepted Applications:** The Company agrees that all duly completed and submitted applications received prior to the closing of the Application Lists and accepted by the Sole Sponsor-Overall Coordinator pursuant to Clause 4.5, either in whole or in part, will be accepted

by the Company before calling upon the Hong Kong Underwriters or any of them to perform their obligations under Clause 4.6.

- 4.9 **Applications and payment for Unsold Hong Kong Offer Shares:** In the event of a Hong Kong Public Offering Under-Subscription, the Sole Sponsor-Overall Coordinator shall, subject to receiving the relevant information, calculations and assistance from the Receiving Banks and the H Share Registrar pursuant to Clause 4.5.1, notify each of the Hong Kong Underwriters as soon as practicable and in any event by 12:00 a.m. on the first Business Day after the Acceptance Date of the number of Unsold Hong Kong Offer Shares to be taken up pursuant to Clause 4.6, and each of the Hong Kong Underwriters shall, as soon as practicable and in any event not later than 5:00 p.m. on the day of such notification and subject to the Conditions having been duly fulfilled or waived in accordance with the terms of this Agreement:

- 4.9.1 make applications for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 specifying the names and addresses of the applicants and the number of Hong Kong Offer Shares to be allocated to each such applicant and deliver to the Sole Sponsor-Overall Coordinator records for the duly completed applications; and
- 4.9.2 pay, or procure to be paid, to the Main Receiving Bank and/or the Sub-Nominee the aggregate amount payable on application in respect of the Offer Price for such number of Unsold Hong Kong Offer Shares as fall to be taken up by it pursuant to Clause 4.6 (which shall include all amounts on account of the Brokerage, the Trading Fee and the Transaction Levy in accordance with the terms of the Hong Kong Public Offering), provided that while such payments may be made through the Sole Sponsor-Overall Coordinator on behalf of the Hong Kong Underwriters at their discretion and without obligation, the Sole Sponsor-Overall Coordinator shall not be responsible for the failure by any Hong Kong Underwriter (apart from itself in its capacity as a Hong Kong Underwriter) to make such payment,

and the Company shall, as soon as practicable and in no event later than 9:00 a.m. on 24 June 2025 (the date specified in the Hong Kong Prospectus for the despatch of H Share certificates), duly allot and issue to the said applicants the Hong Kong Offer Shares to be taken up as aforesaid and procure the H Share Registrar to duly issue and deliver valid H Share certificates in respect of such Hong Kong Offer Shares, in each case on the basis set out in Clause 5.1.

- 4.10 **Power of the Sole Sponsor-Overall Coordinator to make applications:** In the event of a Hong Kong Public Offering Under-Subscription, the Sole Sponsor-Overall Coordinator shall have the right (to be exercised at its 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 applications to purchase (subject to and in accordance with this Agreement) all or any of the Unsold Hong Kong Offer Shares which any Hong Kong Underwriter is required to take up pursuant to Clause 4.6. Any application submitted or procured to be submitted by the Sole Sponsor-Overall Coordinator pursuant to this Clause 4.10 in respect of which payment is made *mutatis mutandis* in accordance with Clause 4.9 shall satisfy *pro tanto* the obligation of the relevant Hong Kong Underwriter under Clause 4.6 but shall not affect any agreement or arrangement among the Hong Kong Underwriters regarding the payment of Underwriting Commission.
- 4.11 **Reallocation from the International Offering to the Hong Kong Public Offering:** If the number of Hong Kong Offer Shares which are the subject of the Accepted Hong Kong Public Offering Applications exceeds the number of Hong Kong Offer Shares initially offered (a “**Hong Kong Public Offering Over-Subscription**”), then:
- 4.11.1 subject to any required reallocation as set forth below in Clauses 4.11.2 or 4.11.3 and

provisions under Chapter 4.14 of the Guide, the Sole Sponsor-Overall Coordinator, in its 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. In the event of such reallocation, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters may be reduced in such manner and proportions as the Sole Sponsor-Overall Coordinator may in its sole and absolute discretion determine;

- 4.11.2 subject to compliance with applicable Listing Rules, if purchasers have been procured by the International Underwriters for all the International Offer Shares initially offered (the “**International Offering Full or Over-subscription**”) and the Hong Kong Public 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 Offering so that the total number of Offer Shares available under the Hong Kong Public Offering shall be increased to 20,466,000, 27,288,000 and 34,110,000 Shares, respectively, representing approximately 30% (in the case of (i)), 40% (in the case of (ii)) or 50% (in the 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
- 4.11.3 if (i) the International Offering Full or Over-subscription occurs, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100%, but less than 15 times, of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering; or (ii) the International Offer Shares under the International Offering are not fully subscribed, and the Hong Kong Public Offering Over-Subscription represents a subscription of more than 100% of the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering, the Overall Coordinators may, at their sole and absolute discretion, reallocate the Offer Shares initially allocated for the International Offering to the Hong Kong Public Offering to satisfy the Hong Kong Public Offering Over-Subscription, provided that the Offer Price would be set at the bottom end of the indicative Offer Price range, being HK\$2.86, and the total number of Hong Kong Offer Shares available under the Hong Kong Public Offering be increased to more than 13,644,000 Offer Shares, representing two times the number of Hong Kong Offer Shares initially available under the Hong Kong Public Offering and approximately 20% of the total number of Offer Shares initially available under the Global Offering (before any exercise of the Over-Allotment Option).

In each of the above cases, the number of Offer Shares available under the International Offering and the respective International Offering Underwriting Commitments of the International Underwriters shall be reduced accordingly and the Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to Clause 6.1 in respect of the 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 and Practice Note 18 to the Listing Rules.

- 4.12 **Reallocation from the Hong Kong Public Offering to the International Offering:** If a Hong Kong Public Offering Under-Subscription shall occur, the Sole Sponsor-Overall Coordinator, in its sole and absolute discretion, may (but shall have no obligation to) reallocate all or any of

the Unsold Hong Kong Offer 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 Unsold Hong Kong Offer 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 Sole Sponsor-Overall Coordinator may in its sole and absolute discretion determine. The Hong Kong Underwriters will not be entitled to the Underwriting Commission referred to in Clause 6.1 in respect of the Offer Shares reallocated to the International Offering. For the avoidance of doubt, any Unsold Hong Kong Offer Shares reallocated from the Hong Kong Public Offering to the International Offering shall for all purposes (including any fee arrangements) be deemed to be International Offer Shares and will be dealt with in accordance with the terms of the International Underwriting Agreement.

- 4.13 **Hong Kong Underwriters' obligations cease:** All obligations and liabilities of the Hong Kong Underwriters under this Agreement will cease and be fully discharged following payment by or on behalf of the Hong Kong Underwriters in accordance with Clause 4.9 or Clause 4.10 or where the Hong Kong Public Offering is fully subscribed or upon a Hong Kong Public Offering Over-Subscription having occurred (save in respect of any antecedent breaches under this Agreement).
- 4.14 **Implementation of the Hong Kong Public Offering:** Without prejudice to the foregoing obligations, the Warrantors jointly and severally undertake with the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to take such action and do (or procure to be done) all such other acts and things reasonably 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 Stock Exchange.

5 ALLOTMENT AND PAYMENT

- 5.1 **Issue of Hong Kong Offer Shares:** Upon receipt by the H Share Registrar of the Accepted Hong Kong Public Offering Applications, the Company shall as soon as practicable following announcement of the basis of allocation of the Hong Kong Offer Shares and in any event by the end of 24 June 2025 (the date specified in the Hong Kong Prospectus for the despatch of H Share certificates):
- 5.1.1 duly allot and issue, conditional upon the fulfilment of the Conditions (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 Prospectus and this Agreement to the successful applicants and in the numbers specified by the Sole Sponsor-Overall Coordinator 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, except for certain aspects described in the Hong Kong Prospectus, and that they will rank *pari passu* in all respects with the International Offer Shares;
- 5.1.2 procure that the names of the successful applicants (or, where appropriate, HKSCC Nominees Limited) shall be entered in the register of members of the Company accordingly (without payment of any registration fee); and
- 5.1.3 procure that 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 Sole Sponsor-Overall Coordinator) shall be issued and despatched, or delivered or released to successful applicants (or where appropriate, HKSCC for immediate

credit to such CCASS stock accounts as shall be notified by the Sole Sponsor-Overall Coordinator to the Company for such purpose), or made available for collection (as applicable) as provided for in the Hong Kong Prospectus and this Agreement.

5.2 **Payment to the Company:** The application monies received in respect of the Hong Kong Public Offering Applications and held by the Main Receiving Bank and/or the Sub-Nominee will be paid in Hong Kong dollars to the Company on the Listing Date at or around 10:00 a.m. (subject to and in accordance with the provisions of the Receiving Bank Agreement and this Agreement) upon the Main Receiving Bank and/or the Sub-Nominee receiving written confirmation from the Sole Sponsor-Overall Coordinator that the Conditions have been fulfilled or waived and that H Share certificates have been despatched to successful applicants of the Hong Kong Offer Shares (or to HKSCC Nominees Limited, as the case may be), by wire transfer to such account or accounts in Hong Kong specified by the Company and notified to the Overall Coordinators in writing as soon as practicable after the signing of this Agreement (but, in any event, by no later than the Listing Date) in immediately available funds, provided, however, that:

5.2.1 the Sole Sponsor-Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Main Receiving Bank and/or the Sub-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 Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company and pay to the Overall Coordinators (and where a person other than the Sole Sponsor-Overall Coordinator is entitled to any amount so deducted, such amount will be received by the Sole Sponsor-Overall Coordinator on behalf of such person) all amounts payable by the Company pursuant to Clauses 5.3, 5.4, 6.1, 6.2, 6.3.1, 6.3.3 and 6.3.10; and

5.2.2 to the extent that the amounts deducted by the Main Receiving Bank and/or the Sub-Nominee under Clause 5.2.1 are insufficient to cover, or the Main Receiving Bank and/or the Sub-Nominee do not or will not deduct in accordance with Clause 5.2.1, the amounts payable by the Company pursuant to Clauses 6.1, 6.2, 6.3.1, 6.3.3 and 6.3.10, the Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid in full, on and at the date and time of payment of the application monies to the Company as aforesaid or within 10 Business Days upon demand subsequent to such date and time, the shortfall or the amounts not so deducted, as applicable, to the Sole Sponsor-Overall Coordinator (for itself or on behalf of the Hong Kong Underwriters, as applicable) or to the relevant party entitled to the amount payable by the Company.

The net amount payable to the Company pursuant to this Clause 5.2 will (for the avoidance of doubt and if applicable) be calculated after allowing for entitlements of successful applicants under the Hong Kong Public Offering to refunds of application monies (including the Brokerage, the Trading Fee and the Transaction Levy) if and to the extent that the Offer Price shall be determined at below HK\$3.35 per Offer Share.

5.3 **Brokerage, Trading Fee and Transaction Levy for applicants:** The Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) will arrange for the payment by the Main Receiving Bank and/or the Sub-Nominee on behalf of all successful applicants under the Hong Kong Public Offering to the persons entitled thereto of the Brokerage, the Trading Fee and the Transaction Levy in respect of the Accepted Hong Kong Public Offering Applications, such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-Overall Coordinator is hereby irrevocably and unconditionally authorised by the Company to direct the Main Receiving Bank and/or the Sub-Nominee to deduct and pay such amounts.

- 5.4 **Trading Fee and Transaction Levy for the Company:** The Sole Sponsor-Overall Coordinator will, on behalf of the Company, arrange for the payment by the Main Receiving Bank and/or the Sub-Nominee of the Trading Fee and the Transaction Levy payable by the Company in respect of the Accepted Hong Kong Public Offering Applications for the Hong Kong Offer Shares offered by the Company such amounts to be paid out of the application monies received in respect of the Hong Kong Public Offering Applications. The Sole Sponsor-Overall Coordinator (for itself hereby irrevocably and unconditionally authorised by the Company to direct the Main Receiving Bank and/or the Sub-Nominee to deduct and pay such amounts.
- 5.5 **Refund:** The Company will use its best endeavours to procure that, in accordance with the terms of the Receiving Bank Agreement and the H Share Registrar Agreement, the Main Receiving Bank and/or the Sub-Nominee and the H Share Registrar, as the case may be, will refund applications monies to those successful and unsuccessful applicants under the Hong Kong Public Offering who are or may be 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 Prospectus.
- 5.6 **No responsibility for default.** The Company acknowledges and agrees that none of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters has or shall have any liability whatsoever under Clause 5 or Clause 6 or otherwise for any default by the Main Receiving Bank and/or the Sub-Nominee or any other application or otherwise of funds.
- 5.7 **Separate Bank Account:** The Company agrees that the application monies received in respect of Hong Kong Public Offering Applications shall be credited to a separate bank account with the Main Receiving Bank and/or the Sub-Nominee pursuant to the terms of the Receiving Bank Agreement.

6 COMMISSIONS AND COSTS

- 6.1 **Underwriting commission:** The Company shall pay or cause to be paid to the Hong Kong Underwriters an underwriting commission of 5.0 per cent. of the aggregate Offer Price in respect of all of the Hong Kong Offer Shares (excluding any International Offer Shares reallocated to the Hong Kong Public Offering and any Hong Kong Offer Shares reallocated to the International Offering) (the “**Underwriting Commission**”). The respective entitlements of the Hong Kong Underwriters to the Underwriting Commission, taking into account any reallocation of Offer Shares pursuant to Clause 4.11 and 4.12, shall be set out in the International Underwriting Agreement. If there is any adjustment to the respective entitlements of the Hong Kong Underwriters to the Underwriting Commission as set out in the Sponsor Engagement Letter, the CCB OC Engagement Letter and/or the respective CMI Engagement Letters, such adjustment shall be conducted in compliance with the Listing Rules before the Listing Date. The Company shall not be liable to pay any discretionary incentive fee to the Hong Kong Underwriters in respect of any Hong Kong Offer Shares.
- 6.2 **Sponsor fee and other fees and expenses:** The Company shall further pay to the Sole Sponsor the sponsor fee, or other fees and expenses of such amount and in such manner as have been separately agreed between the Company and the Sole Sponsor pursuant to and in accordance with the terms of the Sponsor Engagement Letter. For the avoidance of doubt, the sponsor fee (together with any other fees, disbursements or expenses incurred by the Sole Sponsor in respect of the Global Offering) shall not be offset against or deducted from (as the case may be) the Underwriting Commission payable to the Sole Sponsor (or any of their respective affiliates) in respect of the Global Offering.

- 6.3 **Costs payable by the Company:** The Company shall be responsible for all the costs, expenses, fees, charges and Taxation that are reasonably incurred in connection with or incidental to the Global Offering, the listing of the H Shares on the SEHK and this Agreement and the transactions contemplated thereby or hereby, including, without limitation, the following:
- 6.3.1 any remaining payable out-of-pocket expenses as set out in the Sponsor Engagement Letter, actually incurred by the Sole Sponsor and upon presentation of invoices of such expenses subject to the cap as stated in the Sponsor Engagement Letter;
 - 6.3.2 fees, disbursements and expenses of the Reporting Accountants in accordance with the Reporting Accountants' engagement letter(s) between the Company and the Reporting Accountants;
 - 6.3.3 fees, disbursements and expenses of HKSCC, the H Share Registrar and the HK eIPO White Form Service Provider;
 - 6.3.4 fees, disbursements and expenses of all legal advisers to the Company and the fees and expenses of all legal advisers to the Underwriters in accordance with the relevant engagement letters entered into between the Company and such legal advisers;
 - 6.3.5 fees, disbursements and expenses of the Valuer in accordance with the Valuer's engagement letter(s) between the Company and the Valuer;
 - 6.3.6 fees, disbursements and expenses of the Industry Consultant in accordance with the Industry Consultant's engagement letter(s) between the Company and the Industry Consultant;
 - 6.3.7 fees, disbursements and expenses of the Internal Control Consultant in accordance with the Internal Control Consultant's engagement letter(s) between the Company and the Internal Control Consultant;
 - 6.3.8 fees, disbursements and expenses of the Transfer Pricing Consultant in accordance with the Transfer Pricing Consultant's engagement letter(s) between the Company and the Transfer Pricing Consultant;
 - 6.3.9 fees, disbursements and expenses of any public relations consultant in accordance with such consultant's engagement letter(s) between the Company and such consultant;
 - 6.3.10 fees, disbursements and expenses of the Receiving Banks and the Sub-Nominee in accordance with the Receiving Bank Agreement;
 - 6.3.11 fees, disbursements and expenses of other agents and advisers of the Company relating to the Global Offering in accordance with such agents' and advisers' respective engagement letters between the Company and such agents and advisers;
 - 6.3.12 fees and expenses related to the application for listing of the H Shares on the SEHK, the filing or registration of any documents with any relevant Authority (including the Registrar of Companies in Hong Kong) and the qualification of the Offer Shares in any jurisdiction;
 - 6.3.13 all cost and expenses incurred by the Company for roadshow (including but not limited to pre-deal or non-deal roadshow or investor education), presentations or meetings undertaken in connection with the marketing of the offering and sale of the Offer Shares to prospective investors;

- 6.3.14 all translation, printing and advertising costs (including all fees and expenses of the financial printer retained by the Company for the Global Offering) as approved by the Company in relation to the Global Offering;
- 6.3.15 all costs of preparing, printing, despatch, filing and distribution of the Offering Documents (where applicable) in all relevant jurisdictions (including the registration of the Hong Kong Prospectus), and all amendments and supplements thereto;
- 6.3.16 all costs and expenses of conducting the syndicate analysts' briefing and other presentation relating to the Global Offering and for printing and distribution of research reports incurred by the Company;
- 6.3.17 all costs of preparing, printing, despatch and distribution (including transportation, packaging and insurance) of H Share certificates, letters of regret and refund cheques;
- 6.3.18 the Trading Fee and the Transaction Levy payable by the Company, and all capital duty (if any), stamp duty (if any), premium duty (if any) and any other fees, charges, expenses, Taxes and levies payable, in respect of the creation, issue, allotment, sale and delivery of the Offer Shares pursuant to the Global Offering;
- 6.3.19 the Sole Sponsor' fee payable by the Company pursuant to and in accordance with the terms of the Sponsor Engagement Letter;
- 6.3.20 fees and expenses related to company searches, litigation searches, bankruptcy and winding-up searches and directorship searches in connection with the Global Offering as approved by the Company;
- 6.3.21 all CCASS transaction fees payable in connection with the Global Offering; and
- 6.3.22 all costs, fees and expenses with the Company's prior written approval.

The Company shall, and the Controlling Shareholders shall procure the Company to, pay or cause to be paid all such costs, expenses, fees, charges and Taxation. Notwithstanding anything to the contrary in Clause 17.11, if any costs, expenses, fees or charges referred to in this Clause 6.3 is paid or to be paid by any of Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters for or on behalf of the Company with the Company's prior written consent, the Company shall reimburse such costs, expenses, fees or charges to the relevant Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters on an after-Taxation basis.

Unless otherwise first approved by the Company in writing or as set out in this Agreement, save for the reimbursement of the out-of-pocket expenses incurred by each of the Sole Sponsor and the Capital Market Intermediaries (including, without limitation, travel, accommodation, courier costs, roadshow and marketing related expenses and reasonable fees, disbursements and other charges of experts), which shall be subject to the terms and conditions of the Sponsor Engagement Letter, the CCB OC Engagement Letter and the relevant CMI Engagement Letters, the Company shall not be liable for the payment of any further amount of the out-of-pocket costs and expenses incurred by the Hong Kong Underwriters.

- 6.4 **Costs remaining payable if the Global Offering does not proceed:** If this Agreement shall be terminated pursuant to Clause 11 or shall not become unconditional or, for any other reason,

the Global Offering is not completed, the Company shall not be liable to pay any Underwriting Commission under Clause 6.1, but the Company shall, and the Controlling Shareholders shall procure the Company to, pay or reimburse or cause to be paid or reimbursed to the relevant parties all costs, expenses, fees, charges and Taxation referred to in Clause 6.2 and Clause 6.3 which have been incurred or are liable to be paid by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters and all other costs, expenses, fees, charges and Taxation payable by the Company pursuant to Clause 6.2 and Clause 6.3, within 10 Business Days upon presentation of invoice by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or the relevant party which incurred the costs, expenses, fees, charges and Taxation, as the case may be.

- 6.5 **Time of payment of costs:** For the avoidance of doubt, all commissions, fees, costs, charges and expenses referred to in this Clause 6 shall, except as otherwise provided in this Clause 6, if not so deducted pursuant to Clause 5.2, be payable by the Company within 10 Business Days upon presentation of invoice by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and/or the Hong Kong Underwriters or in accordance with the engagement letter or agreement entered into by the Company and the relevant parties, whichever is the earlier. All payments to be made by the Company under this Clause are exclusive of goods and services tax, value added tax and/or similar taxes and shall be paid free and clear of and without deduction or withholding for or on account of, any present or future Taxation or any interest, additions to Taxation, penalties or similar liabilities with respect thereto.

7 STABILISATION

- 7.1 **Stabilising manager and stabilisation actions:** The Company acknowledges that Sinolink Securities (Hong Kong) Company Limited and/or any person acting for it, to the exclusion of all others, (the “**Stabilising Manager**”) is hereby appointed to act as stabilising manager in connection with the Global Offering and may (but with no obligation and not as agent for the Company) make purchases, over-allocate or effect transactions in the market or otherwise take such stabilising action(s) with a view to supporting the market price of the H Shares at a level higher than that which might otherwise prevail for a limited period after the Listing Date. The Company hereby acknowledges and agrees that, the Stabilising Manager may, in its sole and absolute discretion, appoint any person to be its agent for the purposes of taking any stabilisation actions. Any such agent shall have the rights and authorities conferred upon the Stabilising Manager pursuant to this Clause. Any stabilisation actions taken by the Stabilising Manager and/or any person acting for it as stabilising manager shall be conducted in compliance with the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance and all other applicable Laws and may be discontinued at any time. Each of the Hong Kong Underwriters (other than the Stabilising Manager or any person acting for it) hereby undertakes severally (and not jointly or jointly and severally) to each other party (including the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries) to this Agreement that it will not take or cause or authorise any person to take, and shall cause its affiliates and/or agents not to take, directly or indirectly, any stabilisation action or any action which is designed to or which constitutes or which might be expected to cause or result in the stabilisation or maintenance of the price of any security of the Company.
- 7.2 **Stabilising losses and profits:** All liabilities, expenses and losses arising from stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager shall be for the respective accounts of the International Underwriters in the

same proportions, as nearly as may be practicable, as the respective International Offering Underwriting Commitments of the International Underwriters, and may be deducted from the commissions payable to the International Underwriters. All profits or gains arising from stabilising activities and transactions effected by the Stabilising Manager or any person acting for it shall be for the account of the Sole Sponsor-Overall Coordinator. The Company shall not be responsible for any liabilities, expenses and losses and shall not be entitled to any profit or gains arising from the stabilisation activities and transactions effected by the Stabilising Manager or any person acting for it as stabilising manager pursuant to this Clause 7.

- 7.3 **No stabilisation by the Warrantors:** Each of the Warrantors undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that it will not, and will cause its affiliates or any of its or its affiliates' respective directors, supervisors, officers, employees, promoters or any person acting on its behalf or on behalf of any of the foregoing persons not to:

- 7.3.1 take or facilitate, directly or indirectly, any action which is designed to or which constitutes or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise; or
- 7.3.2 take, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance; or
- 7.3.3 take or omit to take, directly or indirectly, any action which may result in the loss by the Stabilising Manager or any person acting for it as stabilising manager of the ability to rely on any stabilisation safe harbour provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise,

provided that the granting and exercising of the Over-Allotment Option pursuant to the International Underwriting Agreement shall not constitute a breach of this Clause 7.3.

8 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 8.1 **Warranties:** Each of the Warrantors hereby jointly and severally represents, warrants, agrees and undertakes with respect to each of the Warranties in Part A of SCHEDULE 3 hereto and each of the Controlling Shareholders hereby, jointly and severally, represents, warrants, agrees and undertakes with respect to each of the Warranties in Part B of SCHEDULE 3 hereto, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters and each of them that each of the Warranties is true, accurate and not misleading as at the date of this Agreement, and each of the Warrantors acknowledges that each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters is entering into this Agreement in reliance upon the Warranties.
- 8.2 **Warranties repeated:** The Warranties are given on and as at the date of this Agreement with respect to the facts and circumstances subsisting as at the date of this Agreement. In addition, the Warranties shall be deemed to be repeated:
- 8.2.1 on the date of registration of the Hong Kong Prospectus by the Registrar of Companies in Hong Kong as required by section 342C of the Companies (WUMP) Ordinance;

- 8.2.2 on the Hong Kong Prospectus Date and the date(s) of the supplemental Hong Kong Prospectus(es) (if any);
- 8.2.3 on the Acceptance Date;
- 8.2.4 on the Price Determination Date;
- 8.2.5 immediately prior to (i) the delivery by the Sole Sponsor-Overall Coordinator and/or the other Hong Kong Underwriters of duly completed application(s) and (ii) payment by the Sole Sponsor-Overall Coordinator, and/or the other Hong Kong Underwriters for the Hong Kong Offer Shares to be taken up, respectively, pursuant to Clause 4.6 and/or Clause 4.10 (as the case may be);
- 8.2.6 immediately prior to 8:00 a.m. on the Listing Date;
- 8.2.7 immediately prior to commencement of dealings in the Offer Shares on the SEHK; and
- 8.2.8 if applicable, the date(s) on which the Over-Allotment Option (or any part thereof) is exercised,

in each case with reference to the facts and circumstances then subsisting provided, however, that all of the Warranties shall remain true, accurate and not misleading as at each of the dates or times specified above, without taking into consideration in each case any amendment or supplement to the Offering Documents made or delivered under Clause 8.5 subsequent to the date of the registration of the Hong Kong Prospectus, or any approval by the Sole Sponsor-Overall Coordinator, or any delivery to investors, of any such amendment or supplement and shall not be (or be deemed) updated or amended by any such amendment or supplement or by any such approval or delivery. For the avoidance of doubt, nothing in this Clause 8.2 shall affect the on-going nature of the Warranties.

- 8.3 **Notice of breach of Warranties:** Each of the Warrantors hereby undertakes to promptly notify the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in writing if it comes to its knowledge that any of the Warranties is untrue, inaccurate or misleading in any respect or ceases to be true and accurate or becomes misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or if it becomes aware of any event or circumstances which would or might cause any of the Warranties to become untrue, inaccurate, or misleading in any respect and arise between the date of this Agreement and the last to occur of the dates and times specified in Clause 8.2.
- 8.4 **Undertakings not to breach Warranties:** Each of the Warrantors hereby undertakes to the Sole Sponsor, Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters not to, and shall procure that neither the Company nor any other member of the Group shall, do or omit to do anything or permit to occur any event which would or might render any of the Warranties untrue, incorrect or misleading in any respect at any time up to the last to occur of the dates and times specified in Clause 8.2 or which could materially and adversely affect the Global Offering. Without prejudice to the foregoing, each of the Warrantors agrees not to make any amendment or supplement to the Offering Documents or any of them without the prior approval of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).
- 8.5 **Remedial action and announcements:** The Warrantors shall notify the Sole Sponsor-Overall Coordinator, promptly if at any time, by reference to the facts and circumstances then subsisting, on or prior to the last to occur of the dates on which the Warranties are deemed to be given pursuant to the provisions of Clause 8.2, (i) any event shall occur or any circumstance shall

exist which renders or could render untrue or inaccurate or misleading in any respect any of the Warranties or gives rise or could give rise to a claim under any of the indemnities as contained in or given pursuant to this Agreement, or (ii) any event shall occur or any circumstance shall exist which requires or could require the making of any change to any of the Offering Documents so that any such Offering Documents would not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made when any such Offering Documents were delivered, not misleading; or (iii) it shall become necessary or desirable for any other reason to amend or supplement any of the Offering Documents, or (iv) any significant new factor likely to affect the Hong Kong Public Offering or the Global Offering shall arise, and, in each of the cases described in clauses (i) through (iv) above, without prejudice to any other rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them under this Agreement, the Company, at its own expense, shall promptly take such remedial action as may be required by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), including promptly preparing, announcing, issuing, publishing, distributing or otherwise making available, at the Company's expense, such amendments or supplements to the Offering Documents or any of them as the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) may require, obtaining written approvals from the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) prior to the publication or distribution of such amendments or supplements and supplying the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) or such persons as they may direct, with such number of copies of such amendments or supplements as they may require.

- 8.6 **Warrantors' knowledge:** A reference in this Clause 8 or in SCHEDULE 3 to a Warrantor's knowledge, information, belief or awareness or any similar expression shall be deemed to include an additional statement that it has been made after due, diligent and careful enquiry. Notwithstanding that any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters has knowledge or has conducted investigation or enquiry with respect to the information given under the relevant Warranty, the rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters under this Clause 8 shall not be prejudiced by such knowledge, investigation and/or enquiry.
- 8.7 **Obligations personal:** The obligations of each of the Warrantors under this Agreement shall be binding on its personal representatives or its successors in title.
- 8.8 **Release of obligations:** Any liability to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them hereunder may in whole or in part be released, compounded or compromised and time or indulgence may be given by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them as regards any person under such liability without prejudicing the rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters (or the rights of any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters) against any other person under the same or a similar liability.

- 8.9 **Consideration:** The Warrantors have entered into this Agreement, and agreed to give the representations, warranties, agreements and undertakings herein, in consideration of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters agreeing to enter into this Agreement on the terms set out herein.
- 8.10 **Full force:** For the purpose of this Clause 8:
- 8.10.1 the Warranties shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement; and
- 8.10.2 if an amendment or supplement to the Offering Documents or any of them is announced, issued, published, distributed or otherwise made available after the date hereof pursuant to Clause 8.2 or otherwise, the Warranties relating to any such documents given pursuant to this Clause 8 shall be deemed to be repeated on the date of such amendment or supplement and when so repeated, the Warranties, representation, agreements, indemnities and undertakings relating to any such documents shall be read and construed subject to the provisions of this Agreement as if the references therein to such documents means such documents when read together with such amendment or supplement.
- 8.11 **Separate Warranties:** Each Warranty shall be construed separately and independently and shall not be limited or restricted by reference to or inference from the terms of any other of the Warranties or any other term of this Agreement.

9 RESTRICTIONS ON ISSUE OR DISPOSAL OF SECURITIES

- 9.1 **Lock-up on the Company:** The Company has undertaken to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them not to (save for the issue, offer or sale of the Offer Shares by the Company pursuant to the Global Offering, including pursuant to any exercise of the Over-Allotment Option), without the prior written consent of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) and unless in compliance with the Listing Rules, at any time during the period commencing on the date of this Agreement and ending on, and including, the last date of the six months after the Listing Date (the “**First Six-Month Period**”):
- (a) allot, issue, sell, accept subscription for, offer to allot, issue or sell, contract or agree to allot, issue or sell, mortgage, charge, pledge, assign, hypothecate, lend, grant or sell any option, warrant, contract or right to subscribe for or purchase, grant or purchase any option, warrant, contract or right to allot, issue or sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any legal or beneficial interest in the share capital or any other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase any share capital or other securities of the Company, as applicable), or deposit any share capital or other securities of the Company, as applicable, with a depositary in connection with the issue of depositary receipts; or

- (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership (legal or beneficial) of any Shares or other securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other securities of the Company, as applicable); or
- (c) enter into any transaction with the same economic effect as any transaction described in paragraphs (a) or (b) above; or
- (d) offer to or contract to or agree to announce, or publicly disclose any intention to effect any transaction described in paragraphs (a), (b) or (c) above,

in each case, whether any such transaction described in paragraphs (a), (b) or (c) above is to be settled by delivery of share capital or such other securities of the Company, or shares or other securities of such members of our Group, as applicable, or in cash or otherwise, in cash or otherwise (whether or not the issue of such share capital or other securities of the Company will be completed within the First Six-Month Period), provided that the foregoing restrictions shall not apply to the issue of the H Shares by the Company pursuant to the Global Offering.

In the event that, at any time during the period of six months immediately following the expiration of the First Six-Month Period (the “**Second Six-Month Period**”), the Company enters into any of the transactions specified above or offers or agrees or contracts to, or announces, or publicly discloses, any intention to, enter into any such transactions, the Company will take all reasonable steps to ensure that it will not create a disorderly or false market in the Shares or other securities of the Company. Each of the Controlling Shareholders hereby undertakes to each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to procure the Company to comply with the undertakings in this Clause 9.1.

9.2 **Maintenance of public float:** The Company agrees and undertakes to each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, that it will not, and each of the Controlling Shareholders further undertake to each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters to procure that the Company will not, effect any purchase of Shares, or agree to do so, which may reduce the holdings of H Shares held by the public (as defined in Rule 8.24 of the Listing Rules) below the minimum public float requirements specified in the Listing Rules or any waiver granted and not revoked by the SEHK on or before the date falling six months after the Listing Date without first having obtained the prior written consent of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters).

9.3 **Lock-up on the Controlling Shareholders:** Each of the Controlling Shareholders has hereby jointly and severally undertaken to the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters that, except as pursuant to the Global Offering (including pursuant to the exercise of the Over-Allotment Option) or otherwise in compliance with the Listing Rules, without the prior written consent of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters):

- (a) during the First Six-Month Period, none of them will, and each of them will procure

that none of his/its close associates will not:

- (i) sell, offer to sell, contract or agree to sell, mortgage, charge, pledge, hypothecate, lend, grant or sell any option, warrant, contract or right to purchase, grant or purchase any option, warrant, contract or right to sell, or otherwise transfer or dispose of or create an Encumbrance over, or agree to transfer or dispose of or create an Encumbrance over, either directly or indirectly, conditionally or unconditionally, any Shares or other securities of the Company or any interest therein (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or any such other securities, as applicable) beneficially owned by him/it as at the Listing Date (the “**Locked-up Securities**”), or deposit any Locked-up Securities with a depositary in connection with the issue of depositary receipts; or
- (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of, any Locked-up Securities; or
- (iii) enter into any transaction with the same economic effect as any transaction described in paragraphs (i) or (ii) above; or
- (iv) offer to or contract to or agree to or announce that any of the Controlling Shareholders will or may enter into any transaction described in paragraphs (i), (ii) or (iii) above,

in each case, whether any such transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above is to be settled by delivery of such Shares or other securities of the Company, or shares or other securities of such members of our Group, as applicable, or in cash or otherwise (whether or not the settlement or delivery of such Shares or other securities will be completed within the First Six-Month Period);

- (b) during the Second Six-Month Period, none of the Controlling Shareholders will enter into any transaction described in paragraphs (a)(i), (a)(ii) or (a)(iii) above or offer, agree or contract to or announce any intention to enter into any such transaction if, immediately following such transaction, any of them will cease to be a controlling shareholder (as defined in the Listing Rules) of the Company;
- (c) during the First Six-Month Period and Second Six-Month Period, each of the Controlling Shareholders will:
 - (i) if and when any of them or the relevant registered holder(s) pledges or charges any Locked-up Securities, immediately inform the Company and the Sole Sponsor-Overall Coordinator in writing of such pledge or charge together with the number of Locked-up Securities so pledged or charged;
 - (ii) if and when he/it or the relevant registered holder(s) receives indications, either verbal or written, from any pledgee or chargee that any of the pledged or charged Locked-up Securities will be disposed of, immediately inform the Company, the Sole Sponsor-Overall Coordinator in writing of such indications; and
- (d) until the expiry of the Second Six-Month Period, in the event that he/it enters into any of the transactions specified in Clauses 9.3(a)(i), (ii) or (iii) above or offers to or agrees

to or announces any intention to effect any such transaction, he/it will take all reasonable steps to ensure that he/she/it will not create a disorderly or false market in the securities of the Company.

The Company hereby undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters that upon receiving such information in writing from any of the Controlling Shareholders, it will, as soon as practicable and if required pursuant to the Listing Rules, notify the Stock Exchange and make a public disclosure in relation to such information by way of an announcement.

For the avoidance of doubt, the restrictions in this Clause 9.3 do not apply to (i) any additional Shares or other securities of the Company or any interest therein acquired by any of the Controlling Shareholders after the Listing; or (ii) any pledge or charge of any Shares or other equity securities of the Company, as applicable, or any interest in any of the foregoing (including, without limitation, any securities convertible into or exchangeable or exercisable for or that represent the right to receive, or any warrants or other rights to purchase, any Shares or other equity securities of the Company) after the Global Offering in favor of an authorised institution as defined in the Banking Ordinance for a bona fide commercial loan.

- 9.4 **Full force:** The undertakings in this Clause 9 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

10 FURTHER UNDERTAKINGS

The Company undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them that it shall, and the Controlling Shareholders shall procure the Company to:

- 10.1 **Global Offering:** comply with the terms and conditions of the Global Offering and all applicable obligations imposed upon it by the Companies Ordinance, the Companies (WUMP) Ordinance, the Securities and Futures Ordinance, the Listing Rules, the CSRC Rules and all applicable Laws and all applicable requirements of the SEHK, the SFC, the CSRC or any other relevant Authority in respect of or by reason of the matters contemplated under this Agreement or otherwise in connection with the Global Offering, including, without limitation:
- 10.1.1 doing all such things (including but not limited to providing all such information and paying all such fees) as are necessary to ensure that Admission is obtained and not cancelled or revoked;
 - 10.1.2 making all necessary Approvals and Filings with the Registrar of Companies in Hong Kong, the CSRC, the SEHK and the SFC;
 - 10.1.3 publishing on the websites of the Stock Exchange and the Company, the documents referred to in the section headed “Appendix VIII – Documents Delivered to the Registrar of Companies in Hong Kong and Documents on Display” in the Hong Kong Prospectus for the period stated therein;
 - 10.1.4 complying with the Listing Rules in relation to supplemental listing documents that may have to be issued in respect of the Global Offering and further agrees not to make, issue or publish any statement, announcement or listing document (as defined in the Listing Rules) in relation to the Global Offering without the prior written consent of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong

Underwriters), provided that such consent shall not be unreasonably withheld or delayed;

- 10.1.5 using its best endeavor to procure that each of the H Share Registrar, the HK eIPO White Form Service Provider, the Receiving Banks and the Sub-Nominee shall comply in all respects with the terms of their respective appointments under the terms of the H Share Registrar Agreement and the Receiving Bank Agreement;
- 10.1.6 cooperating with and fully assisting, procuring the members of the Group, Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates, agents, and using its best endeavor to procure the advisers, Reporting Accountants, auditors, legal counsels and other relevant parties engaged by the Company in connection with the Global Offering to cooperate with and fully assist in a timely manner, each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Underwriters, to facilitate its performance of its duties, as the case may be, as a sponsor, a sponsor-overall coordinator, an overall coordinator, a underwriter and/or a capital market intermediary and to meet its obligations and responsibilities under all applicable Laws from time to time in force, including, without limitation, the Code of Conduct, the Listing Rules and the CSRC Rules;
- 10.1.7 procuring that none of the Directors and that the relevant Director uses their best endeavors to procure that none of their respective associates will himself or themselves (or through a company controlled by him or them), apply to purchase Hong Kong Offer Shares either in his or their own names or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect;
- 10.1.8 procuring that none of the Company or any member of the Group and/or any of their respective controlling shareholders (as defined in the Listing Rules), directors, officers, employees, affiliates and/or agents shall (whether directly or indirectly, formally or informally, in writing or verbally) provide any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any member of the Group that is not, or is not reasonably expected to be, included in each of the Hong Kong Prospectus and the Preliminary Offering Circular or publicly available, to any research analyst at any time up to and including the fortieth day immediately following the Price Determination Date;
- 10.1.9 without prejudice to Clause 10.1.7, subject to any waiver/consent granted by the SEHK, (i) using reasonable endeavors to procure that no connected person (as defined in the Listing Rules) or existing shareholders (including the close associates of the existing shareholders) of the Company will himself/itself (or through a company controlled by him/it), apply to purchase Hong Kong Offer Shares either in his/its own name or through nominees unless permitted to do so under the Listing Rules and having obtained confirmation to that effect, and (ii) not directly or indirectly, and using reasonable endeavors to procure that none of the connected persons or existing shareholders (including their close associates) of the Company shall, induce, fund, or finance, or make or enter into an agreement, undertaking, indemnity or any other arrangement with any of the investors in respect of the subscription for the Offer Shares, and if any Warrantor shall become aware of any application or indication of interest for Hong Kong Offer Shares by any of the above persons, he/she/it shall as soon as practicable notify the Sole Sponsor-Overall Coordinator (for itself on behalf of the Hong Kong Underwriters);
- 10.1.10 using or procuring the use of all of the net proceeds received by it pursuant to the

Global Offering strictly in the manner specified in the section of the Hong Kong Prospectus headed “Future Plans and Use of Proceeds” (save for any change that is announced in compliance with applicable Listing Rules and requirements of the Stock Exchange with prior consultation with the compliance adviser of the Company) and will not, directly or indirectly, use such proceeds, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any person or entity, or of, with or in any country or territory, that is subject to any sanctions Laws and regulations, or in any other manner that will result in a violation by any individual or entity (including, without limitation, by the Hong Kong Underwriters) of any sanctions laws and regulations;

- 10.1.11 procuring that, with the exception of any guaranteed allocation of Offer Shares at the Offer Price as set forth in any Cornerstone Investment Agreements, it will not, and will procure that no member of the Group and any of their respective affiliates, directors, officers, employees or agents will offer, agree to provide, procure any other person or entity to provide, or arrange to provide any form of direct or indirect benefits by side letter or otherwise, to any subscriber or purchaser of Offer Shares or otherwise engage in any conduct or activity inconsistent with, or in contravention of, the Chapter 4.15 of the Guide;
 - 10.1.12 from the date hereof until 5:00 p.m. on the date which is the thirtieth (30th) Business Day after the last day for lodging applications under the Hong Kong Public Offering, not (i) declaring, paying or otherwise making any dividend or distribution of any kind on its share capital nor (ii) changing or altering its capital structure (including but not limited to alteration to the nominal value of the H Shares whether as a result of consolidation, sub-division or otherwise); and
 - 10.1.13 following the Listing Date, ensuring that it has sufficient foreign currency to meet payment of any dividends which may be declared in respect of the Shares.
- 10.2 **Information:** provide to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters all such information known to the Company or which on due and careful enquiry ought to be known to the Company and relating to the Group or the Controlling Shareholders or otherwise as may be required by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) for the purposes of complying with any requirements of applicable Laws (including, without limitation and for the avoidance of doubt, the requirements of the SEHK, the SFC, the CSRC or any other relevant Authority) in connection with the Global Offering;
- 10.3 **Restrictive covenants:** not, and procure that no other member of the Group will:
- 10.3.1 at any time after the date of this Agreement up to and including the date on which all of the Conditions are fulfilled or waived in accordance with this Agreement, do or omit to do anything which causes or can reasonably be expected to cause any of the Warranties to be untrue, inaccurate or misleading in any respect at any time prior to or on the Listing Date;
 - 10.3.2 on or prior to the Listing Date or the date on which the Over-Allotment Option is exercised, if applicable, enter into any commitment or arrangement which in the reasonable opinion of the Sole Sponsor-Overall Coordinator has resulted or will result or may have resulted in a material adverse effect on the Global Offering;
 - 10.3.3 on or prior to the Listing Date or the date on which the Over-Allotment Option is

exercised, if applicable, take any steps which, in the reasonable opinion of the Sole Sponsor-Overall Coordinator, are or will or may be materially inconsistent with any statement or expression, whether of fact, expectation or intention, in the Hong Kong Prospectus;

- 10.3.4 on or prior to the Listing Date or the date on which the Over-Allotment Option is exercised, if applicable, amend any of the terms of the appointments of the H Share Registrar, the Receiving Banks, the Sub-Nominee and the HK eIPO White Form Service Provider without the prior written consent of the Sole Sponsor-Overall Coordinator (such consent not to be unreasonably withheld or delayed);
 - 10.3.5 at any time after the date of this Agreement up to and including the Listing Date or the date on which the Over-Allotment Option is exercised, if applicable, amend or agree to amend any constitutional documents of the Company, including, without limitation, the Articles of Association, if such amendments would have a material adverse impact on the Global Offering, save for any amendment to reflect the change as a result of the Global Offering or requested by the SEHK or other Authorities which are entitled to exercise jurisdiction over the Company lawfully or pursuant to applicable requirements under the Listing Rules or applicable Laws; and
 - 10.3.6 without the prior written approval of the Sole Sponsor-Overall Coordinator (such consent not to be unreasonably withheld or delayed), issue, publish, distribute or otherwise make available directly or indirectly to the public any document (including any prospectus), material or information in connection with the Global Offering, or make any amendment to any of the Offering Documents, or any amendment or supplement thereto, except for the Offering Documents, any written materials agreed between the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters) to be made available during any selective marketing of the International Offer Shares or as otherwise provided pursuant to the provisions of this Agreement.
- 10.4 **Maintaining listing:** procure that it will maintain a listing for and will refrain from taking any action that could jeopardise the listing status of, the H Shares on the SEHK, and comply with the Listing Rules and all requirements of the SEHK, the SFC and the CSRC, for at least one year after all of the Conditions have been fulfilled (or waived) except following a withdrawal of such listing which has been approved by the relevant shareholders of the Company in accordance with the Listing Rules or following an offer (within the meaning of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs) for the Company becoming unconditional;
- 10.5 **Legal and regulatory compliance:** unless otherwise waived or exempted by the relevant Authorities, comply with all applicable Laws (including the rules, regulations and requirements of the SEHK, the SFC, the CSRC and any other Authority) including, without limitation:
- 10.5.1 submit on FINI as soon as practicable before the commencing of dealings in the H Shares on the SEHK the declaration to be signed by a Director and the company secretary of the Company substantially in the form set out in Form FFD004M (originally Appendix 5, Form F) of the Listing Rules;
 - 10.5.2 procure that the audited consolidated financial statements of the Company for the financial year ending 31 December 2025 will be prepared on a basis consistent in all material respects with the accounting policies adopted for the purposes of the financial statements contained in the report of the Reporting Accountants set out in Appendix I to the Hong Kong Prospectus;

- 10.5.3 comply with the CSRC Filing Rules, the Listing Rules, Part XIVA of the Securities and Futures Ordinance or other requirements in connection with the announcement and dissemination to the public under applicable circumstances, any information required by the Stock Exchange, the SFC, the CSRC and any other Authority to be announced and disseminated to the public;
- 10.5.4 provide to the Sole Sponsor-Overall Coordinators (for itself and on behalf of the Hong Kong Underwriters) any such other resolutions, consents, authorities, documents, opinions and certificates which are relevant in the context of the Global Offering owing to circumstances arising or events occurring after the date of this Agreement but before 8:00 a.m. on the Listing Date and as the Sole Sponsor-Overall Coordinator may reasonably require;
- 10.5.5 at all times adopt and uphold a securities dealing code no less exacting than the “Model Code for Securities Transactions by Directors of Listed Issuers” set out in the Listing Rules and procure that the Directors uphold, comply and act in accordance with the provisions of the same;
- 10.5.6 comply with all the undertakings and commitments made by it or the Directors in the Hong Kong Prospectus;
- 10.5.7 furnish to its shareholders all the reports, circulars and documents, including without limitation, its annual and interim reports, as may be required to be delivered to its shareholders by the SEHK, the SFC, and any other relevant Authority in Hong Kong or elsewhere having competent jurisdiction over the Company;
- 10.5.8 comply with the provisions of Chapter 13 of the Listing Rules and the provision of the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs to the extent applicable, unless consent or waiver from such compliance has been obtained the SEHK, the SFC or the CSRC ;
- 10.5.9 maintain the appointment of a compliance adviser as required by the Listing Rules;
- 10.5.10 pay all Tax, duty, levy, regulatory fee or other government charge or expense which may be payable by the Company in Hong Kong, the PRC, the United States or elsewhere, whether pursuant to the requirement of any Law, in connection with the creation, allotment and issue of the Hong Kong Offer Shares, the Hong Kong Public Offering, the execution and delivery of, or the performance of any of the provisions under this Agreement;
- 10.5.11 comply with and procure its Directors to comply with their obligations to assist the syndicate members in accordance with Rule 3A.46 of the Listing Rules, including but not limited to providing each syndicate member with a list of the Directors and existing shareholders of the Company, their respective close associates and any persons who is engaged by or will act as a nominee for any of the foregoing persons to subscribe for, or purchase, equity securities or interests in connection with the Global Offering, and keep the syndicate members informed of any material changes to information provided under Rule 3A.46(1) of the Listing Rules as soon as it becomes known to the Company and the Directors;
- 10.5.12 notify the Stock Exchange and provide it with the updated information and reasons for any material changes to the information provided to the Stock Exchange under Rule 9.11 of the Listing Rules;
- 10.5.13 comply with all applicable Laws (including, without limitation, the CSRC Archive

Rules) in connection with (A) the establishment and maintenance of adequate and effective internal control measures and internal systems for maintenance of data protection, confidentiality and archive administration; (B) the relevant requirements, approval and filing procedures in connection with its handling, disclosure, transfer and retention of transfer of state secrets and working secrets of government agencies or any other documents or materials that would otherwise be detrimental to national securities or public interest (the “**Relevant Information**”); and (C) maintenance of confidentiality of any Relevant Information; where there is any material information that shall be reported to the CSRC pursuant to the applicable Laws (including, without limitation, the CSRC Rules), promptly notify the CSRC or the relevant PRC Authority and providing it with such material information in accordance with to the applicable Laws, and promptly notifying the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) of such material information to the extent permitted by the applicable Laws;

10.5.14 keep the Sole Sponsor-Overall Coordinator informed of any material change to the information previously given to the CSRC, the Stock Exchange and the SFC under Clause 10.5.3 and Clause 10.5.12 above, and to enable the Sole Sponsor-Overall Coordinator to provide (or procuring their provision) to the CSRC, the Stock Exchange and/or the SFC, in a timely manner, such information as the CSRC, the Stock Exchange or the SFC may require; and

10.5.15 comply, cooperate and assist with record-keeping obligations of the Company, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators and the Capital Market Intermediaries under the Code of Conduct, the CSRC Rules 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 the Sole Sponsor-Overall Coordinator.

10.6 **Internal control:** ensure that any issues identified and as disclosed in any internal control report prepared by the Internal Control Consultant have been, are being or will promptly be rectified or improved in accordance with the recommendations set out in the internal control report to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and the Board with all applicable Laws, and, without prejudice to the generality of the foregoing, to such standard or level recommended or suggested by the Internal Control Consultant in its internal control report.

10.7 **Significant changes:** promptly provide full particulars thereof to the Sole Sponsor-Overall Coordinator if, at any time up to or on the date falling six months after the Listing Date, there is a significant change which affects or is capable of affecting any information contained in any of the Offering Documents or a significant new matter arises, the inclusion of information in respect of which would have been required in any of the Offering Documents had it arisen before any of them was issued, and, in connection therewith, further:

10.7.1 inform the SEHK and the SFC (as applicable) of such change or matter if so required by the Sole Sponsor-Overall Coordinator;

10.7.2 at its expense, promptly prepare documentation containing details of such change or matter if so required by the SEHK or the Sole Sponsor-Overall Coordinator and in a form approved by the Sole Sponsor-Overall Coordinator (such approval not to be unreasonably withheld or delayed), deliver such documentation through the Sole Sponsor to the SEHK for approval and publish such documentation in such manner as the SEHK or the Sole Sponsor-Overall Coordinator may require;

10.7.3 at its expense, make all necessary announcements to the SEHK and the press to avoid a false market being created in the Offer Shares, and

10.7.4 not issue, publish, distribute or make available publicly any announcement, circular, document or other communication relating to any such change or matter without the prior written consent of the Sole Sponsor-Overall Coordinator (such consent not to be unreasonably withheld or delayed),

and for the purposes of this Clause 10.7, “**significant**” means significant for the purpose of making an informed assessment of the matters mentioned in Rule 11.07 of the Listing Rules; and

10.8 **General:** without prejudice to the foregoing obligations, do all such other acts and things as may be reasonably required to be done by it to carry into effect the Global Offering in accordance with the terms thereof.

The undertakings in this Clause 10 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement.

11 TERMINATION

11.1 **Termination events:** If any of the events set out below occur at any time prior to 8:00 a.m. on the Listing Date, the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in its sole and absolute discretion may, by giving notice to the Company, terminate this Agreement with immediate effect:

(a) there develops, occurs, exists or comes into force:

- (i) any new law or regulation or any change in existing laws or regulations or any change in the interpretation or application thereof by any court or other competent authority in Hong Kong, the PRC or any other jurisdiction(s) relevant to the Company and our subsidiaries (collectively, the “**Specific Jurisdictions**”) or any other similar event which in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) has or is likely to have a material adverse effect on the business or financial conditions or prospects of our Group or which may be expected to adversely affect the business or financial condition or prospects of our Group in a material way;
- (ii) any change (whether or not permanent) in national, regional, international, financial, military, industrial or economic conditions or prospects, stock market, fiscal or political conditions, regulatory or market conditions and matters and/or disasters in any Specific Jurisdictions or any other similar event which in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) has or is likely to have a material adverse effect on the business or financial conditions or prospects of our Group or which may be expected to adversely affect the business or financial condition or prospects of our Group in a material way;
- (iii) without prejudice to sub-paragraph (i) of paragraph (a) above, the imposition of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange due to exceptional financial circumstances or otherwise;

- (iv) any event, or series of events, beyond the control of the Hong Kong Underwriters (including, without limitation, acts of government, strikes, lockout, fire, explosion, flooding, civil commotion, acts of war or acts of God or accident) in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) would or might have a material adverse effect on any member of our Group or its present or prospective shareholders in their capacity as such;
 - (v) any change or development occurs involving a prospective change in taxation or in exchange control or the implementation of any exchange controls in any Specific Jurisdiction(s) which in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) would or might have a material adverse effect on any member of our Group or its present or prospective shareholders in their capacity as such in a material way;
 - (vi) any litigation or claim of material importance to the business, financial or operations of our Group being threatened or instituted against any member of our Group, our substantial shareholders, or any Directors;
 - (vii) the imposition of economic sanctions, in whatever form, directly or indirectly, in any Specific Jurisdiction(s);
 - (viii) any governmental or regulatory commission, board, body, authority or agency, or any stock exchange, self-regulatory organisation or other non-government regulatory authority, or any court, tribunal or arbitrator, whether national, central, federal, provincial, state, regional, municipal, local, domestic or foreign, or a political body or organisation in any Specific Jurisdiction(s) commencing any investigation or other action, or announcing an intention to investigate or take other action, against any members of our Group or Director;
 - (ix) order or petition for the winding up of any members of our Group or any composition or arrangement made by any members of our Group with its creditors or a scheme of arrangement entered into by any members of our Group or any resolution for the winding up of any members of our Group or the appointment of a provisional liquidator, receiver or manager over all or part of the material assets or undertaking of any members of our Group or anything analogous thereto occurring in respect of any members of our Group;
 - (x) any such event, which, individually, or in the aggregate, in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), (I) has or may have a material adverse effect on the success of the Global Offering, or the level of applications under the Hong Kong Public Offering or the level of interest under the International Offering; or (II) has or will or may have a material adverse effect on the assets, liabilities, business, prospects, trading or financial position of our Group as a whole; or (III) makes it inadvisable or impracticable to proceed with the Global Offering; or (IV) has or will or may have the effect of making any part of this Agreement (including underwriting) incapable of performance in accordance with its terms or preventing the processing of applications and/or payments pursuant to the Global Offering or pursuant to the underwriting thereof; or
- (b) there comes to the notice of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) any matter or event showing any of

the representations and warranties contained in the this Agreement to be untrue or inaccurate or, if repeated immediately after the occurrence thereof, would be untrue or inaccurate in any respect considered by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in its sole and absolute opinion to be material or showing any of the obligations or undertakings expressed to be assumed by or imposed on the Company or the covenants under this Agreement not to have been complied with in any respect considered by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in its sole and absolute opinion to be material; or

- (c) there comes to the notice of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) any breach on the part of the Company or any of the covenants of any provisions of this Agreement in any respect which is considered by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) in its sole and absolute opinion to be material; or
- (d) any statement contained in the Hong Kong Prospectus, notices, advertisements, announcements, application proof prospectus, post hearing information pack, the submissions, documents or information provided to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters), the Stock Exchange, the legal adviser to the Sole Sponsor and the Underwriters and any other parties involved in the Global Offering which in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect; or
- (e) matters have arisen or have been discovered which would, if the Hong Kong Prospectus, notices, advertisements, announcements, application proof prospectus, post hearing information pack was to be issued at that time, constitute, in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) a material omission of such information; or
- (f) there is any material adverse change or prospective material adverse change in the business or in the financial or trading position or prospects of the Group which in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) is material; or
- (g) the approval of the Listing Committee of the Stock Exchange of the listing of, and permission to deal in, the H Shares in issue or to be issued pursuant to the Global Offering is refused or not granted, other than subject to customary conditions, on or before 8:00 a.m. (Hong Kong time) on the Listing Date, or if granted, the approval is subsequently withdrawn, qualified (other than by customary conditions) or withheld; or
- (h) any expert, who has given opinion or advice which are contained in this prospectus, has withdrawn its respective consent to the issue of the Hong Kong Prospectus with the inclusion of its reports, letters, opinions or advices and references to its name included in the form and context in which it respectively appears prior to the issue of the Hong Kong Prospectus; or
- (i) the Company withdraws the Hong Kong Prospectus (and/or any other documents issued or used in connection with the Global Offering) or the Global Offering; or

- (j) there comes to the notice of the Sole Sponsor-Overall Coordinator or any of the Underwriters any information, matter or event which in the sole and absolute opinion of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) would cast any serious doubt on the integrity or reputation of any Director or the reputation of the Group.

11.2 **Effect of termination:** Upon the termination of this Agreement pursuant to the provisions of Clause 11.1 or Clause 2.4:

11.2.1 subject to Clause 11.2.2 below, each of the parties hereto shall cease to have any rights or obligations under this Agreement except that Clauses 6.2, 6.3.1, 6.4 and 12 to 17 and any rights or obligations that may have accrued under this Agreement prior to such termination shall survive such termination; and

11.2.2 the Company shall refund as soon as practicable all payments made by the Hong Kong Underwriters or any of them pursuant to Clause 4.9 and/or by the Sole Sponsor-Overall Coordinator pursuant to Clause 4.10 and/or by applicants under the Hong Kong Public Offering (in the latter case, the Company shall procure that the H Share Registrar and the Main Receiving Bank and/or the Sub-Nominee despatch refund cheques to all applicants under the Hong Kong Public Offering in accordance with the H Share Registrar Agreement and the Receiving Bank Agreement).

12 INDEMNITY

12.1 **Indemnity:** Each of the Warrantors (collectively, “**Indemnifying Parties**” and individually, an “**Indemnifying Party**”) jointly and severally undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them (for themselves, respectively, and on trust for their respective Indemnified Parties) to jointly and severally indemnify, defend, hold harmless and keep fully indemnified (on an after-Taxation basis), on demand, each such Indemnified Party against all losses, liabilities, damages, payments, costs, charges, expenses, claims and Taxation (collectively, “**Losses**” and individually, a “**Loss**”) which, jointly or severally, any such Indemnified Party may suffer or incur, and against all actions, writs, suits and proceedings (including, without limitation, any investigation or inquiry by or before any Authority), judgement, awards and claims (whether or not any such claim involves or results in any action, suit or proceeding) (collectively, “**Proceedings**” and individually, a “**Proceeding**”), which may be brought or threatened or alleged to be brought against or otherwise involve any such Indemnified Party jointly or severally, from time to time (including, without limitation, all payments, costs (including, without limitation, legal costs), charges, fees and expenses arising out of or in connection with the investigation, response to, defence or settlement or compromise of, or the enforcement of any settlement or compromise or judgment obtained with respect to any such Proceeding), and, in each case, which, directly or indirectly, arise out of or are in connection with:

12.1.1 the issue, publication, distribution, use or making available of any of the Offering Documents, the PHIP and any notices, announcements, advertisements, communications or other documents issued by or on behalf of the Company relating to or connected with the Company, the Group or the Global Offering, and any amendments or supplements thereto (in each case, whether or not approved by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters or any of them) (collectively, the “**Related Public Information**”); or

- 12.1.2 other than (a) the name, logo and address of each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters, and (b) the names and qualifications of the Sole Sponsor under the section headed “Appendix VII – Statutory and General Information” in the Hong Kong Prospectus furnished by them to the Company, any Related Public Information, containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a material fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing, or being alleged not to contain all the information as investors would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the assets, liabilities, financial position, profits and losses and prospects of the Company and the rights attaching to the Offer Shares, or any information material in the context of the Global Offering whether required by Law or otherwise; or
- 12.1.3 any of the CSRC Filings (relating to or in connection with the Global Offering, or any amendments or supplements thereto, and whether or not approved by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters or any of them) containing any untrue, incorrect or inaccurate or alleged untrue, incorrect or inaccurate statement of a material fact, or omitting or being alleged to have omitted to state a fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or not containing, or being alleged not to contain, all information in the context of the Global Offering or otherwise required to be contained thereto or being or alleged to be defamatory of any person or any jurisdiction; or
- 12.1.4 any estimate, forecast, statement or expression of opinion, intention or expectation contained in any of the Related Public Information or the CSRC Filings being or alleged to be incomplete, inaccurate or misleading or based on unreasonable assumptions, or omitting or being alleged to have omitted to have taken account of a fact necessary in order to make it not misleading in light of the circumstances under which it was made; or
- 12.1.5 the execution, delivery and performance of this Agreement by the Company, and/or the offer, allotment, issue, sale or delivery of the Offer Shares; or
- 12.1.6 any breach or alleged breach on the part of the Company of any of the provisions of this Agreement, the Price Determination Agreement, the Articles of Association or the International Underwriting Agreement; or
- 12.1.7 any of the Warranties given by the Company being untrue, inaccurate or misleading in any respect or having been breached in any respect or being alleged to be untrue, inaccurate or misleading in any respect or alleged to have been breached in any respect; or
- 12.1.8 the performance by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them of their or its obligations and roles under this Agreement or the Hong Kong Prospectus or otherwise in connection with the Global Offering (including but not limited to their respective roles and responsibilities under the Code of Conduct as a sponsor, a sponsor-overall coordinator, overall coordinator, capital market intermediary or otherwise, as applicable); or

- 12.1.9 any act or omission of any member of the Group in relation to the Global Offering; or
- 12.1.10 the Global Offering failing or being alleged to fail to comply with the requirements of the Listing Rules, the CSRC 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
- 12.1.11 any failure or alleged failure by the Company or any of the Directors to comply with their respective obligations under the Listing Rules, the CSRC Rules, the Articles of Association or applicable Laws; or
- 12.1.12 any breach or alleged breach by any member of the Group of any applicable Laws in connection with the Global Offering; or
- 12.1.13 any Proceeding in connection with the Global Offering by or before any Authority having commenced or been threatened or any settlement of any such Proceeding, or
- 12.1.14 any breach by the Company of the terms and conditions of the Hong Kong Public Offering; or
- 12.1.15 any other matters arising out of or in connection with the Global Offering,

provided that this Clause 12.1 shall not, apply in respect of any Indemnified Party to the extent that such Loss or Proceeding is finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have been caused solely by gross negligence, wilful default or fraud on the part of such Indemnified Party.

The non-application of the indemnity provided for in this Clause 12 in respect of any Indemnified Party shall not affect the application of such indemnity in respect of any other Indemnified Parties.

- 12.2 **No claims against Indemnified Parties:** No Proceeding shall be brought against any Indemnified Party by, and no Indemnified Party shall be liable to, the Indemnifying Parties to recover any Loss which such Indemnifying Party may suffer or incur by reason of or in any way arising out of the carrying out by any of the Indemnified Parties of any act in connection with the transactions contemplated herein or in the Hong Kong Prospectus, the performance by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any other Indemnified Party of their obligations hereunder or otherwise in connection with the offer, allotment, issue, sale or delivery of the Hong Kong Offer Shares or the preparation or despatch of the Hong Kong Prospectus, provided that the foregoing shall not exclude any liability of any Indemnified Party for such Loss which has been finally judicially determined by a court of competent jurisdiction or competent arbitral tribunal to have arisen solely out of such Indemnified Party's gross negligence, wilful default or fraud.
- 12.3 **Notice of claims:** If any of the Indemnifying Parties becomes aware of any claim which may give rise to a liability against that Indemnifying Party under the indemnity provided under Clause 12.1, it shall promptly give notice thereof to the Sole Sponsor-Overall Coordinator (for itself and on behalf of other Indemnified Parties) in writing with reasonable details thereof.
- 12.4 **Conduct of claims:** If any Proceeding is instituted involving any Indemnified Party in respect of which the indemnity provided for in this Clause 12 may apply, such Indemnified Party shall, subject to any restrictions imposed by any Law or obligation of confidentiality, promptly notify

the Indemnifying Party in writing of the institution of such Proceeding, provided, however, that the omission to so notify the Indemnifying Party shall not relieve such Indemnifying Party from any liability which such Indemnifying Party may have to any Indemnified Party under this Clause 12 or otherwise. The Indemnifying Party may participate at its expense in the defence of such Proceeding including appointing counsel at its expense to act for it in such Proceeding; provided, however, that counsel to the Indemnifying Party shall not (except with the consent of any Indemnified Parties) also be counsel to the Indemnified Party. Unless the Sole Sponsor-Overall Coordinator (for itself and on behalf of any Indemnified Parties) consent to counsel to the Indemnifying Party acting as counsel to such Indemnified Parties in such Proceeding, the Sole Sponsor-Overall Coordinator (for itself and on behalf of such Indemnified Parties) shall have the right to appoint their own separate counsel (in addition to local counsel) in such Proceeding. The fees and expenses of separate counsel (in addition to local counsel) to any Indemnified Parties shall be borne by the Indemnifying Party and paid as incurred (it being understood, however, that such Indemnifying Party shall only be liable for the fees and expenses of no more than one separate counsel (in addition to any local counsel) in any one Proceeding or series of related Proceedings in the same jurisdiction representing the Indemnified Parties who are parties to such Proceeding or Proceedings, the appointment of which has been approved by the Company (such approval not to be unreasonably withheld or delayed)).

- 12.5 **Settlement of claims:** No Indemnifying Party shall, without the prior written consent of an Indemnified Party, effect, make, propose or offer any settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened Proceeding in respect of which any Indemnified Party is or could be or could have been a party and indemnity could be or could have been sought hereunder by such Indemnified Party, unless such settlement, compromise or consent judgment includes an unconditional release of such Indemnified Party, in form and substance reasonably satisfactory to such Indemnified Party, from all liability on claims that are the subject matter of such Proceeding and does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party. Any settlement or compromise by any Indemnified Party, or any consent by any Indemnified Party to the entry of any judgement, in relation to any Proceeding shall be without prejudice to, and without (other than any obligations imposed on it by Law) any accompanying obligation or duty to mitigate the same in relation to, any Loss it may recover from, or any Proceeding it may take against, any of the Indemnifying Parties under this Agreement. The Indemnified Parties are not required to obtain consent from any of the Indemnifying Party with respect to such settlement or compromise. An Indemnifying Party shall be liable for any settlement or compromise by any Indemnified Party of, or any judgment consented to by any Indemnified Party with respect to, any pending or threatened Proceeding, whether effected with or without the consent of such Indemnifying Party, and agrees to indemnify and hold harmless the Indemnified Party from and against any loss or liability by reason of such settlement, compromise or consent judgement. The rights of the Indemnified Parties herein are in addition to any rights that each Indemnified Party may have at law or otherwise and the obligations of the Indemnifying Parties herein shall be in addition to any liability which the Indemnifying Parties may otherwise have.

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

- 12.6.1 not be entitled to recover any amount from any Indemnified Party which, in the absence of such exclusion or limitation, the Indemnifying Party would not have been entitled to recover from such Indemnified Party; and

- 12.6.2 indemnify the Indemnified Parties in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and
- 12.6.3 take such other action as the Indemnified Parties may require to ensure that the Indemnified Parties are not prejudiced as a consequence of such agreement or arrangement.
- 12.7 **Costs:** For the avoidance of doubt, the indemnity under this Clause 12 shall cover all costs, charges, fees and expenses which any Indemnified Party may suffer, incur or pay in disputing, investigating, responding to, defending, settling or compromising, or enforcing any settlement, compromise or judgment obtained with respect to, any Losses or any Proceedings to which the indemnity may relate and in establishing its right to indemnification under this Clause 12.
- 12.8 **Payment on demand:** All amounts subject to indemnity under this Clause 12 shall be paid by an Indemnifying Party as and when they are incurred within 30 Business Days of a written notice demanding payment being given to such Indemnifying Party by or on behalf of the relevant Indemnified Party.
- 12.9 **Payment free from counterclaims/set-offs:** All payments payable by an Indemnifying Party under this Clause 12 shall be made gross, free of any right of counterclaim or set off and without deduction or withholding of any kind, other than any deduction or withholding required by any Law. If an Indemnifying Party makes a deduction or a withholding under this Clause 12, the sum due from such Indemnifying Party shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the relevant Indemnified Party which is entitled to such payment receives a sum equal to the sum it would have received had no deduction or withholding been made.
- 12.10 **Taxation:** If a payment under this Clause 12 will be or has been subject to Taxation, the Indemnifying Party shall pay the relevant Indemnified Party on demand the amount (after taking into account any Taxation payable in respect of the amount and treating for these purposes as payable any Taxation that would be payable but for a relief, clearance, deduction or credit) that will ensure that the relevant Indemnified Party receives and retains a net sum equal to the sum it would have received had the payment not been subject to Taxation.
- 12.11 **Full force:** The foregoing provisions of this Clause 12 will continue in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.

13 ANNOUNCEMENTS

- 13.1 **Restrictions on announcements:** No announcement, circular, supplement or document concerning this Agreement, any matter contemplated herein or in connection with the Global Offering or any ancillary matter hereto shall be issued, made or despatched by any Warrantor (or by any of their respective directors, supervisors, officers, employees or agents) during the period of six months from the date of this Agreement without the prior written approval of the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) (such consent shall not be unreasonably withheld or delayed) except in the event and to the extent that any such announcement is required by the Listing Rules, applicable Laws or required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK, the SFC, whether or not the requirement has the force of law and any such announcement so made by any of the parties shall be made only after the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) have had a reasonable opportunity to review and comment on the final draft and their comments (if any) have been fully considered by the issuers thereof.

- 13.2 **Discussion with the Sole Sponsor-Overall Coordinator:** The Company undertakes to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) that within 12 months following the date of Hong Kong Prospectus, it will discuss with the Sole Sponsor-Overall Coordinator any announcement with respect to the Global Offering proposed to be made to the public by or on behalf of the Company which may conflict in any material respect with any statement in the Hong Kong Prospectus.
- 13.3 **Full force:** Subject to Clause 13.1, for the avoidance of doubt, the restriction contained in this Clause 13 shall continue to apply after the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or, for so long as the Sole Sponsor remain as a sponsor to the Company, the termination of this Agreement.

14 CONFIDENTIALITY

- 14.1 **Information confidential:** Subject to Clause 14.2, each party hereto shall, and shall procure that its affiliates and its and their directors, officers, employees and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.
- 14.2 **Exceptions:** Any party hereto may disclose, or permit its affiliates and its and their directors, officers, employees and agents to disclose, information which would otherwise be confidential if and to the extent:
- 14.2.1 required by applicable Laws;
 - 14.2.2 required by any Authority to which such party is subject or submits, wherever situated, including, without limitation, the SEHK and the SFC, whether or not the requirement for disclosure of information has the force of law;
 - 14.2.3 required to vest the full benefit of this Agreement in such party;
 - 14.2.4 disclosed to its affiliates and its and their directors, officers, employees, agents, the professional advisers and auditors of such party under a duty of confidentiality;
 - 14.2.5 the information has come into the public domain through no fault of such party;
 - 14.2.6 required by any of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Hong Kong Underwriter or their respective affiliates for the purpose of the Global Offering or necessary in the view of any such party to seek to establish any defence or pursue any claim in any legal, arbitration or regulatory proceeding or investigation in connection with the Global Offering or otherwise to comply with its or their own regulatory obligations;
 - 14.2.7 the other parties have given prior written approval to the disclosure (and in the case of the Hong Kong Underwriters, by the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters) (such approval not to be unreasonably withheld); or
 - 14.2.8 the information becomes available to such party on a non-confidential basis from a person not known by such party to be bound by a confidentiality agreement with any of the other parties hereto or to be otherwise prohibited from transmitting the

information,

provided that, in the cases of Clauses 14.2.2, 14.2.3 and 14.2.6, any such information disclosed shall be disclosed only after consultation with the other parties, to the extent permitted by Laws.

- 14.3 **Full force:** The restrictions contained in this Clause 14 shall remain in full force and effect notwithstanding the termination of this Agreement or the completion of the Global Offering.

15 NOTICES

- 15.1 **Language:** All notices or other communication delivered hereunder shall be in writing except as otherwise provided in this Agreement and shall be in the English language.

- 15.2 **Time of notice:** Any such notice or other communication shall be addressed as provided in Clause 15.3 and if so addressed, shall be deemed to have been duly given or made as follows:

15.2.1 if sent by personal delivery, upon delivery at the address of the relevant party;

15.2.2 if sent by post, two Business Days after the date of posting;

15.2.3 if sent by airmail, five Business Days after the date of posting;

15.2.4 if sent by facsimile, when despatched with confirmed receipt as evidenced by the transmission report generated at the end of the transmission of such facsimile by the facsimile machine used for such transmission; and

15.2.5 if sent by email, when despatch provided that no report of returned email or failure of delivery is received by the sender within 24 hours after the despatch of such email.

However, in the case of clauses 15.2.4 and 15.2.5 above, if the time of deemed receipt of any notice is not before 6:30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at 9:00 a.m. local time on the next Business Day.

Any notice received or deemed to be received on a day which is not a Business Day shall be deemed to be received on the next Business Day.

- 15.3 **Details of contact:** The relevant address, facsimile number and email address of each of the parties hereto for the purpose of this Agreement, subject to Clause 15.4, are as follows:

If to the Company, to:

7th Floor, Building 7, Shatoujiao Free Trade Zone, Haishan Road, Yantian District, Shenzhen, PRC

Fax	:	+86 755 2526 1649
Email	:	pyun@xjgroupltd.com
Attention	:	Board of Directors

If to any of the Controlling Shareholders, to the address, email and fax number of such Controlling Shareholder, and for the attention of the person, specified under the name of such Controlling Shareholder in SCHEDULE 1.

If to Sinolink Securities, to:

Units 3501-8, 35/F, Cosco Tower, 183 Queen's Road Central, Hong Kong

Fax : +852 2185 6100
Email : johnchen@hksinolink.com.hk
Attention : Mr. John Chen

If to CCB International, to:

12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong

Fax : +852 6155 4040
Email : alexao@ccbintl.com
Attention : Mr. Alex Ao

If to any of the Hong Kong Underwriters, to the address and fax number of such Hong Kong Underwriter, and for the attention of the person, specified under the name of such Hong Kong Underwriter in SCHEDULE 2.

- 15.4 **Change of contact details:** A party may notify the other parties to this Agreement of a change of its relevant address or facsimile number for the purposes of Clause 15.3, provided that such notification shall only be effective on:

15.4.1 the date specified in the notification as the date on which the change is to take place; or

15.4.2 if no date is specified or the date specified is less than two Business Days after the date on which notice is given, the date falling two Business Days after notice of any such change has been given.

16 GOVERNING LAW; DISPUTE RESOLUTION; WAIVER OF IMMUNITY

- 16.1 **Governing law:** 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.
- 16.2 **Arbitration:** Each party to this Agreement agrees, on behalf of itself and, in the case of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters, as agent for their respective affiliates, that any dispute, controversy or claim arising out of or relating to this Agreement or its subject matter, existence, negotiation, validity, invalidity, interpretation, performance, breach, termination or enforceability (including non-contractual disputes or claims) shall be referred to arbitration and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted in accordance with the Rules, as may be supplemented or amended by this Clause 16. The place of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English. This arbitration agreement shall be governed by the laws of Hong Kong. The rights and obligations of the parties to submit disputes to arbitration pursuant to this Clause 16.2 shall survive the termination of this Agreement or the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement. Any party may bring proceedings in any court of competent jurisdiction for ancillary, interim or interlocutory relief in relation to any arbitration commenced under this Clause 16. Notwithstanding this Clause 16.2, and irrespective of whether any arbitration has been commenced pursuant to this Clause 16.2, each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters shall also have the sole and absolute

right:

16.2.1 to refer any dispute to be finally resolved by any court of competent jurisdiction; and

16.2.2 in circumstances in which they become or are joined as a defendant or third party in any proceedings, to pursue claims against the Company and/or the Controlling Shareholders in those proceedings (whether by way of a claim for an indemnity, contribution or otherwise) and for such purposes the Company and the Controlling Shareholders hereby irrevocably consent to be joined as parties to such proceedings.

Once any dispute is referred to a court pursuant to Clause 16.2.1, the parties to this Agreement shall terminate any arbitration in respect of the same dispute. For the purposes of this Clause 16.2, the Company and the Controlling Shareholders hereby irrevocably submit to the jurisdiction of any court in which proceedings are commenced pursuant to Clauses 16.2.1 or 16.2.2 and waives any objection to the exercise of such jurisdiction or the recognition or enforcement in the courts of any other country of a judgment delivered by such court.

- 16.3 **Submission to jurisdiction:** Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16. Additionally, each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of any court of competent jurisdiction to support and assist any arbitration commenced under Clause 16.2, including if necessary the grant of ancillary, interim or interlocutory relief pending the outcome of such arbitration.
- 16.4 **Waiver of objection to jurisdiction:** Each of the parties hereto irrevocably waives (and irrevocably agrees not to raise) any objection which it may now or hereafter have to the laying of the venue of any proceedings in any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of this Clause 16 and any claim of *forum non conveniens* and further irrevocably agrees that a judgment in any proceedings brought in any such court shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdictions.
- 16.5 **Service of documents:** Each of the parties hereto irrevocably agrees that any writ, summons, order, judgment or other notice of legal process in respect of proceedings permitted to be brought under the provisions of this Clause 16 shall be sufficiently and effectively served on it if delivered in accordance with Clause 15.
- 16.6 **Process agent:** The Company has established a principal place of business in Hong Kong at Unit 2703B, 27/F, 148 Electric Road, North Point, Hong Kong. Each of the Controlling Shareholders irrevocably appoint the Company as their authorised agent for the service of process in Hong Kong in connection with this Agreement. Service of process upon the Company or the Controlling Shareholders at the above address shall be deemed, for all purposes, to be due and effective service, and shall be deemed completed whether or not forwarded to or received by any such appointer. If for any reason such agent shall cease to be agent for the service of process for each of the Company and the Controlling Shareholders, each of the Company and the Controlling Shareholders shall forthwith appoint a new agent for the service of process in Hong Kong acceptable to the Overall Coordinators and deliver to each of the other parties hereto a copy of the new agent's acceptance of that appointment within 14 days, failing which the Overall Coordinators shall be entitled to appoint such new agent for and on behalf of the Company and the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company and the Controlling Shareholders. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by Law.

Where proceedings permitted under this Clause 16 are taken against the Company or the Controlling Shareholders in the courts of any jurisdiction other than Hong Kong, upon being given notice in writing of such proceedings, the Company or the Controlling Shareholders shall appoint an agent for the service of process in that jurisdiction acceptable to the Overall Coordinators and deliver to each of the other parties hereto a copy of the agent's acceptance of that appointment and shall give notice of such appointment to the other parties hereto within 14 days, failing which the Overall Coordinators shall be entitled to appoint such agent for and on behalf of the Company or the Controlling Shareholders, and such appointment shall be effective upon the giving notice of such appointment to the Company or the Controlling Shareholders.

- 16.7 **Waiver of immunity:** To the extent that in any proceedings in any jurisdiction (including, without limitation, arbitration proceedings), the Company or any of the Controlling Shareholders has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including, without limitation, arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from attachment to or in aid of execution of any judgment, decision, determination, order or award including, without limitation, any arbitral award, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award including, without limitation, any arbitral award or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), the Company or such Controlling Shareholder hereby irrevocably waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

17 GENERAL PROVISIONS

- 17.1 **Time:** Save as otherwise expressly provided herein, time shall be of the essence of this Agreement.
- 17.2 **Illegality, invalidity or unenforceability:** If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the Laws of any jurisdiction, neither the legality, validity or enforceability in that jurisdiction of any other provisions hereof nor the legality, validity or enforceability of that or any other provision(s) hereof under the Laws of any other jurisdiction shall in any way be affected or impaired thereby.
- 17.3 **Assignment:** Each of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters may assign, in whole or in part, the benefits of this Agreement, including, without limitation, the Warranties and the indemnities in Clauses 8 and 12, respectively, to any of the persons who have the benefit of the indemnities in Clause 12 and any successor entity to such Sole Sponsor, Sole Sponsor-Overall Coordinator, Overall Coordinator, Joint Global Coordinator, Joint Bookrunner, Joint Lead Manager, Capital Market Intermediary or Hong Kong Underwriter or any of such persons, as applicable. Obligations under this Agreement shall not be assignable.
- 17.4 **Release or compromise:** Each party may release, or compromise the liability of, the other parties (or any of them) or grant time or other indulgence to the other parties (or any of them) without releasing or reducing the liability of the other parties (or any of them) or any other party hereto. Without prejudice to the generality of the foregoing, each of the Warrantors agrees and acknowledges that any amendment or supplement to the Offering Documents or any of them (whether made pursuant to Clause 8.5 or otherwise) or any announcement, issue, publication or distribution, or delivery to investors, of such amendment or supplement or any approval by, or knowledge of, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead

Managers, the Capital Market Intermediaries, the Hong Kong Underwriters or any of them, of such amendment or supplement to any of the Offering Documents subsequent to its distribution shall not in any event and notwithstanding any other provision hereof constitute a waiver or modification of any of the conditions precedent to the obligations of the Hong Kong Underwriters as set forth in this Agreement or result in the loss of any rights hereunder of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters, as the case may be, to terminate this Agreement or prejudice any other rights of the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters, as the case may be, under this Agreement (in each case whether by reason of any misstatement or omission resulting in a prior breach of any of the Warranties or otherwise).

- 17.5 **Exercise of rights:** No delay or omission on the part of any party hereto in exercising any right, power or remedy under this Agreement shall impair such right, power or remedy or operate as a waiver thereof. The single or partial exercise of any right, power or remedy under this Agreement shall not preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers and remedies (whether provided by Laws or otherwise).
- 17.6 **No partnership:** Nothing in this Agreement shall be deemed to give rise to a partnership or joint venture, nor establish a fiduciary or similar relationship, between the parties hereto.
- 17.7 **Entire agreement:** This Agreement (and in the case of the Sole Sponsor, together with the Sponsor Engagement Letter only in its capacity as the Sponsor, the Sole Sponsor-Overall Coordinator and the Overall Coordinator; in the case of CCB International, together with the CCB OC Engagement Letter; in the case of the Capital Market Intermediaries, also together with the CMI Engagement Letters between the Company and each of the CMIs only in their respective capacity as a Capital Market Intermediary) constitutes the entire agreement between the Company, the Controlling Shareholders, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters relating to the underwriting of the Hong Kong Public Offering and supersedes and extinguishes (other than the Sponsor Engagement Letter, the CCB OC Engagement Letter and the CMI Engagement Letters) any prior drafts, agreements, undertakings, understanding, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to such matters as have been regulated by the provisions of this Agreement. For the avoidance of doubt, the Sponsor Engagement Letter, the CCB OC Engagement Letter and the CMI Engagement Letters are in addition to the terms and conditions which shall continue to be in force and binding upon the parties thereto. If any terms in this Agreement are inconsistent with that of the Sponsor Engagement Letter, the CCB OC Engagement Letter and the CMI Engagement Letters (as the case may be), the terms in this Agreement shall prevail.
- 17.8 **Amendment and variations:** This Agreement may only be amended or supplemented in writing signed by or on behalf of each of the parties hereto.
- 17.9 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by email attachment or telecopy shall be an effective mode of delivery. In relation to such counterpart, upon confirmation by or on behalf of a party that such party 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.

17.10 **Judgement Currency Indemnity:** In respect of any judgement or order or award given or made for any amount due under this Agreement to any of the Indemnified Parties that is expressed and paid in a currency (the “**judgement currency**”) other than Hong Kong dollars, each of the Warrantors will jointly and severally, indemnify such Indemnified Party against any loss incurred by such Indemnified Party as a result of any variation as between (A) the rate of exchange at which the Hong Kong dollar amount is converted into the judgement currency for the purpose of such judgement or order and (B) the rate of exchange at which such Indemnified Party is able to purchase Hong Kong dollars with the amount of the judgement currency actually received by such Indemnified Party. The foregoing indemnity shall constitute a separate and independent obligation of each of the Warrantors and shall continue in full force and effect notwithstanding any such judgement or order as aforesaid. The term “**rate of exchange**” shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Hong Kong dollars.

17.11 **Taxation:** All payments to be made by the Company or the Controlling Shareholders, as the case may be, under this Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any and all Taxes. If any Taxes are required by Laws to be deducted or withheld in connection with such payments, the Company or the Controlling Shareholders, as the case may be, will increase the amount paid so that the full amount of such payments as agreed in this Agreement is equal to the net amount received by the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries or the Hong Kong Underwriters (collectively, “**Taxable Persons**” and each a “**Taxable Person**”), as applicable. For the avoidance of doubt, each of the Company and the Controlling Shareholder shall not be liable for taxes imposed in respect of net income or profit by a taxing jurisdiction wherein the Taxable Persons are incorporated, resident or have a fixed place of business, or taxes imposed on or with respect to any commission or fees received by any of such Taxable Persons pursuant to this Agreement.

If any Taxable Person is required by any Authority to pay any Taxes as a result of this Agreement, the Company (or the Controlling Shareholders, as the case may be) will pay an additional amount to such Taxable Person so that the full amount of such payments as agreed in this Agreement to be paid to such Taxable Person is received by such Taxable Person. The Company and the Controlling Shareholders will further, if requested by such Taxable Person, use reasonable efforts to give such assistance as such Taxable Person may reasonably request to assist such Taxable Person in discharging its obligations in respect of such Taxes, including by making filings and submissions on such basis and such terms as such Taxable Person reasonably requests, promptly making available to such Taxable Person notices received from any Authority and, subject to the receipt of funds from such Taxable Person, by making payment of such funds on behalf of such Taxable Person to the relevant Authority in settlement of such Taxes and, forwarding to such party for record an official receipt issued by the relevant Authority or other official document evidencing such payment.

17.12 **Authority to the Sole Sponsor-Overall Coordinator:** Unless otherwise provided herein, each Hong Kong Underwriter (other than the Sole Sponsor-Overall Coordinator) hereby authorises the Sole Sponsor-Overall Coordinator to act on behalf of all the Hong Kong Underwriters in its sole and absolute 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 Sole Sponsor-Overall Coordinator in relation thereto to take all actions they may consider desirable and necessary to give effect to the transactions contemplated herein.

17.13 **No right of contribution:** Each of the Controlling Shareholders hereby irrevocably and unconditionally:

- 17.13.1 waives any right of contribution or recovery or any claim, demand or action him/it may have or be entitled to take against the Company and/or any other member of the Group as a result of any claim or demand or action made or taken against him/it, or any loss or damage or liability suffered or incurred by him/it, whether alone or jointly with the Company or any other person, as the case may be, in consequence of him/it entering into this Agreement or otherwise with respect to any act or matter appertaining to the Global Offering;
- 17.13.2 acknowledges and agrees that the Company and/or any other member of the Group shall have no liability to him/it whatsoever whether alone or jointly with any other person, under the provisions of this Agreement or otherwise in respect of any act or matter appertaining to the Global Offering; and
- 17.13.3 undertakes (in the event of any claim being made by any of the Hong Kong Underwriters or any of the other Indemnified Parties against it under this Agreement) not to make any claim against any director, officer or employee of the Company or of any other member of the Group on whom he/she/it may have relied on before agreeing to any term of this Agreement and in respect of whose act or default in that regard the Company or such other member of the Group is or would be vicariously liable.
- 17.14 **Survival:** The provisions in this Clause 17 shall remain in full force and effect notwithstanding the completion of the Global Offering and the matters and arrangements referred to or contemplated in this Agreement or the termination of this Agreement.
- 17.15 **Contracts (Rights of Third Parties) Ordinance:** To the extent otherwise set out in this Clause 17.15, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:
- 17.15.1 Indemnified Parties may enforce and rely on Clause 12.1 to the same extent as if they were a party to this Agreement.
- 17.15.2 This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 17.15.1.
- 17.15.3 The assignee pursuant to Clause 17.3 may enforce and rely on this Agreement as if it were a party to this Agreement.
- 17.16 **Professional Investors:** Each of the Controlling Shareholders and the Company has read and understood the Professional Investor Treatment Notice set forth in SCHEDULE 6 of this Agreement and acknowledges and agrees to the representations, waivers and consents contained in such notice, in which the expressions “you” or “your” shall mean each of the Company and the Controlling Shareholders, and “we” or “us” or “our” shall mean the Overall Coordinators (for themselves and on behalf of the Underwriters).
- 17.17 **Further Assurance:** The Warrantors shall from time to time, upon being required to do so by the Sole Sponsor-Overall Coordinator now or at any time in the future do or procure the doing of such acts and/or execute or procure the execution of such documents as the Sole Sponsor-Overall Coordinator may reasonably require to give full effect to this Agreement and securing to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries and the Hong Kong Underwriters or any of them the full benefit of the rights, powers and remedies conferred upon them or any of them in this Agreement.

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

SIGNED by Pan Yun

for and on behalf of

X.J. ELECTRICS (HU BEI) CO., LTD

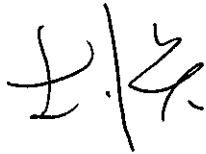
in the presence of Hu Yan

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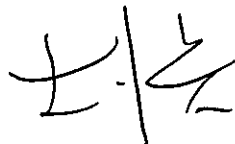
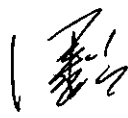
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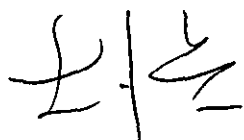
SIGNED by **PAN YUN**
in the presence of
Hu Yan

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SIGNED by Guangshe Pan
in the presence of
Hu Yan

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A handwritten signature in black ink, consisting of a series of connected loops and strokes, positioned to the right of the closing parentheses.A handwritten signature in black ink, featuring a large, stylized 'L' followed by a vertical line and a series of horizontal strokes.

SIGNED by Pan Yun

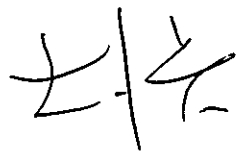
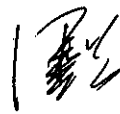
for and on behalf of

X.J. MANAGEMENT (QICHUN) LIMITED

PARTNERSHIP* 薪春华钰科技管理中心（有限合伙）

in the presence of Hu Yan

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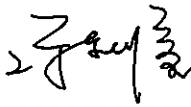



SIGNED by Pan Yun)
for and on behalf of)
QICHUN HENGXING TECHNOLOGY)
MANAGEMENT CENTRE (LIMITED)
PARTNERSHIP)* 薪春恒兴科技管理中心 (有限合伙))
in the presence of Hu Yan)



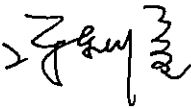
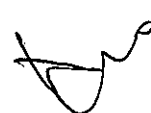
SIGNED by CHEN TUNG HSIUNG
for and on behalf of
SINOLINK SECURITIES (HONG KONG)
COMPANY LIMITED
in the presence of LAM PUI HAN BIANCA

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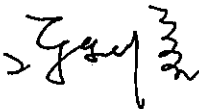

SIGNED by CHEN TUNG HSIUNG
for and on behalf of
SINOLINK SECURITIES (HONG KONG)
COMPANY LIMITED
as attorney for and on behalf of
CCB INTERNATIONAL CAPITAL LIMITED
in the presence of LAM PUI HAN BIANCA

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SIGNED by CHEN TUNG HSIUNG
for and on behalf of
SINOLINK SECURITIES (HONG KONG)
COMPANY LIMITED
as attorney for and on behalf of each of the other
HONG KONG UNDERWRITERS
(as defined herein)
in the presence of LAM PUI HAN BIANCA

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SCHEDULE 1
THE CONTROLLING SHAREHOLDERS

Name	Address	Email	Facsimile
Mr. Pan Yun (潘允)	7-501 Tonglin Garden Haishan Road Shatoujiao Yantian District Shenzhen PRC (中國深圳市鹽田 區沙頭角海山路桐 林花園7—501)	pyun@xjgroupltd.co m	N/A
Mr. Guangshe Pan	4060 Duke Dr Yorba Linda CA 92886	robinpan18@yahoo.c om	N/A
X.J. Management (Qichun)	2/F, Intersection of Chuangye Avenue and Kaidi Avenue Economic Development Zone Qichun County Huanggang City Hubei Province PRC (湖北省黃岡市蕪春縣經濟 開發區創業大道與凱迪大道 交匯處二樓)	pyun@xjgroupltd.co m	N/A
Qichun Hengxing	3/F, Intersection of Chuangye Avenue and Kaidi Avenue Economic Development Zone Qichun County Huanggang City Hubei Province PRC (蕪春經濟開發區創業大道 與凱迪大道交匯處三樓)	pyun@xjgroupltd.co m	N/A

SCHEDULE 2
THE HONG KONG UNDERWRITERS

Hong Kong Underwriter	Address and contact
Sinolink Securities (Hong Kong) Limited	Units 3501-08, 35/F, Cosco Tower, 183 Queen's Road Central, Hong Kong Email: johnchen@hksinolink.com.hk Attention: Mr. John Chen
CCB International Capital Limited	12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong Email: alexao@ccbintl.com Attention: Mr. Alex Ao
ABCI Securities Company Limited	10/F, Agricultural Bank of China Tower, 50 Connaught Road Central, Hong Kong Email: abci.ecm@abci.com.hk Attention: ABCI ECM
CMBC Securities Company Limited	45/F, One Exchange Square, 8 Connaught Place, Central, Hong Kong Email: zhong.xue@cmbccap.com Attention: Xue Zhong
CMB International Capital Limited	45/F, Champion Tower, 3 Garden Road, Central, Hong Kong Email: yanke@cmbi.com.hk Attention: Mr. Yan Ke
First Fidelity Capital (International) Limited	36/F, Times Tower, 391–407 Jaffe Road, Wanchai, Hong Kong Email: julianwong@ffchk.com/ kenchan@ffchk.com Attention: Julian Wong/ Ken Chan
UZen Securities Limited	8/F, EC Healthcare Tower (Central), 19–20 Connaught Road Central, Central, Hong Kong Email: keith.yik@uzenhk.com/ rose.luan@uzenhk.com Attention: Keith Yik/ Rose Luan
Valuable Capital Limited	RM 3601–06 & 3617–19, 36/F, China Merchants Tower, Shun Tak Centre, 168–200 Connaught Road Central, Hong Kong Email: diana.li@valuable.com.hk/ leo.xiao@valuable.com.hk Attention: Diana Li/ Leo Xiao

The Hong Kong Public Offering Underwriting Commitments of the Hong Kong Underwriters referred to above shall be determined in the manner set out below.

$$A = B/C \times 6,822,000$$

“A” is the Hong Kong Public Offering Underwriting Commitment of the relevant Hong Kong Underwriter, provided that any fraction of an H Share shall be rounded down to the nearest whole number of an H Share.

“B” is the respective number of International Offer Shares (as defined in the International Underwriting Agreement) which the relevant Hong Kong Underwriter (or its affiliate, as the case may be) has agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

“C” is the aggregate number of International Offer Shares (as defined in the International Underwriting Agreement) which all the Hong Kong Underwriters (or its affiliate, as the case may be) in the capacity as International Underwriters have agreed to purchase or procure purchasers for pursuant to the International Underwriting Agreement.

SCHEDULE 3

THE WARRANTIES

Part A: Representations and Warranties of the Warrantors

Each of the Warrantors jointly and severally represents, warrants and undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them as follows:

1. Accuracy and adequacy of information

- 1.1 All information disclosed or made available in writing or orally from time to time (considered together with any new or additional information serving to update or amend such information) by or on behalf of the Warrantors, any other member of the Group and/or any of their respective directors, supervisors, officers, employees, affiliates, advisors or agents to the SEHK, the SFC, any applicable Authority, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Transfer Pricing Consultant and/or the legal and other professional advisors for the Company, the Underwriters, the Overall Coordinators or the Capital Market Intermediaries for the purposes of the Global Offering and/or the listing of the H Shares on the Main Board of SEHK (including, without limitation, the answers and documents contained in or referred to in the Verification Notes, the information, answers and documents used as the basis of information contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular, the Investor Presentation Materials and the CSRC Filings or provided for or in the course of due diligence or the discharge by the Sole Sponsor of their respective obligations as a sponsor under all applicable Laws (including the CSRC Rules), the responses to queries and comments raised by the SEHK, the SFC or the CSRC, and the information and documents provided for the discharge by the Overall Coordinators of their respective obligations as an overall coordinator and/or a capital markets intermediary under the Code of Conduct, the Listing Rules and other applicable Laws, was so disclosed or made available in full and in good faith and made on reasonable grounds and was when given and remains complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made; all forecasts and estimates so disclosed or made available have been made after due, careful and proper consideration and, where appropriate, are based on assumptions referred to in each of the Hong Kong Prospectus, the PHIP, Preliminary Offering Circular, the Final Offering Circular, and the CSRC Filings (to the extent there are any) and represent reasonable and fair expectations honestly held based on facts known to the Company, any other member of the Group and/or any of their respective directors, supervisors, officers, employees, affiliates or agents, as applicable; there is no other material information which has not been provided the result of which would be reasonably expected to make the information so disclosed or made available misleading.
- 1.2 (A) None of the Hong Kong Prospectus, the PHIP, the Final Offering Circular, the Formal Notice, the Disclosure Package, the CSRC Filings, or any Supplemental Offering Material contained or will contain an untrue statement of a material fact or omitted or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; (B) the Warrantors (including, without limitation, its affiliates, agents and representatives, and any person acting on its or their behalf other than the Underwriters in their capacity as such) (i) has not, without the prior written consent of the Sole

Sponsor-Overall Coordinator, made, used, prepared, authorised, approved or referred to any Supplemental Offering Material and (ii) will not, without the prior written consent of the Sole Sponsor-Overall Coordinator, prepare, make, use, authorise, approve or refer to any Supplemental Offering Material (as used herein, “**Supplemental Offering Material**” means any “written communication,” as defined in the Securities Act, prepared by or on behalf of the Company, or used or referred to by the Company, that constitutes an offer to sell or a solicitation of an offer to buy the Offer Shares, other than the Hong Kong Prospectus, the Preliminary Offering Circular, the Final Offering Circular, the Application Proofs and the PHIP or amendments or supplements thereto, including, without limitation, any Investor Presentation Material relating to the Offer Shares that constitutes such a written communication).

- 1.3 All statements or expressions of opinion, forward-looking statements or intention (including, without limitation, the statements regarding the sufficiency of working capital, use of proceeds, material accounting policies, ongoing and future expansions, future plans, planned capital expenditure, indebtedness, prospects, dividends, material contracts, industry trends, litigation and regulatory compliance) in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular and the CSRC Filings (A) have been made after due, careful and proper consideration; and (B) at and as of the date of this Agreement, the Hong Kong Prospectus Date and at all other times when the Warranties are repeated pursuant to this Agreement, are and will remain fairly and honestly made on reasonable grounds and, where appropriate, based on reasonable assumptions, and such grounds or assumptions are and will remain fairly and honestly held by the Company and the Directors; and there are no other material facts known or which could have been known to the Company or its Directors the omission of which would make any such statement or expression misleading.
- 1.4 No material information was withheld by the Company from the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital Market Intermediaries, the Underwriters, the Reporting Accountants, the Internal Control Consultant, the Industry Consultant, the Transfer Pricing Consultant and/or the legal advisers of the Company for the purposes of the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (including for the purposes of making submissions or applications to, or replying to queries or comments raised by, the SEHK, the SFC or the CSRC).
- 1.5 Each of the Hong Kong Prospectus, the PHIP, the Formal Notice, the Preliminary Offering Circular and the Final Offering Circular contains or includes (A) all information and particulars required to comply with all applicable statutory and other provisions, including without limitation, the Companies Ordinance, the Companies (WUMP) Ordinance (Cap. 32 of the Laws of Hong Kong), the Listing Rules and all other Laws so far as applicable to any of the foregoing, the Global Offering and/or the listing of the H Shares on the Main Board of the SEHK (unless any such requirements has been waived or exempted by the relevant Authority), and (B) all such material information as investors and their professional advisers would reasonably require, and reasonably expect to find therein, for the purpose of making an informed assessment of the activities, business, condition (financial or other), assets and liabilities, financial position, profits and losses, and management and prospects of the Company and the Group, taken as a whole, and the rights attaching to the H Shares.
- 1.6 Each of the Application Proofs and the PHIP is in compliance with and has included appropriate warning and disclaimer statements for publication as required in the Guide.

- 1.7 All public notices, announcements and advertisements in connection with the Global Offering (including, without limitation, the Formal Notice and the OC Announcements) and all filings and submissions provided by or on behalf of the Company, any other member of the Group, the Controlling Shareholders, and/or any of their respective directors, supervisors, officers, employees, affiliates or agents, to the SEHK, the SFC, the CSRC and/or any applicable PRC Authority have complied and will comply with all applicable Laws in all material respects.
- 1.8 The CSRC Filing Report is and remains complete, true and accurate in all material respects and not misleading, and does not omit any material information which would make the statements therein, in light of the circumstances under which they were made, misleading.
- 1.9 Without prejudice to any of the other Warranties:
- (A) the statements contained in the section headed “Future Plans and Use of Proceeds” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, represent the true and honest belief of the Warrantors and the Directors arrived at after due, proper and careful consideration and enquiry;
 - (B) the statements contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular relating to the Group’s indebtedness as of 30 April 2025 are complete, true, accurate in all material respects and not misleading in light of the circumstances under which they were made, and all material developments in relation to the Company’s indebtedness have been disclosed;
 - (C) the statements relating to the Group’s working capital, liquidity and capital resources contained in the section headed “Financial Information” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made;
 - (D) the statements contained in the section headed “Risk Factors” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made and represent the true and honest belief of the Directors arrived at after due, proper and careful consideration, and there are no other material risks or other material matters associated with the Group, financial or otherwise, or the earnings, affairs or business or trading prospects of the Group or an investment in the H Shares which have not been disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular;

- (E) the statements under the sections headed “Risk Factors”, “Industry Overview”, “Regulatory Overview”, “History, Development and Corporate Structure”, “Share Capital”, “Underwriting”, “Structure of the Global Offering”, “Appendix IV – Summary of Principal Legal and Regulatory Provisions”, “Appendix V – Summary of the Articles of Association”, “Appendix VI – Taxation and Foreign Exchange” and “Appendix VII – Statutory and General Information” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, insofar as they purport to constitute summaries of the terms of the Shares and describe provisions of Laws, regulations, documents and other legal matters referred to therein, are a fair and accurate summary of the relevant Laws, regulations, documents and legal matters and not misleading in light of the circumstances under which they were made; and
- (F) the reply to each question set out in the Verification Notes given by or on behalf of the Warrantors and their respective directors and all statements and information provided by or on behalf of any of the Warrantors and their respective directors in connection with any application or submission to or correspondence with the SEHK, the SFC or other applicable Authority, was so given by a person having appropriate knowledge and duly authorised for such purposes and all such replies have been given in full and in good faith and were, and remain, complete, true and accurate in all material respects and not misleading; all such supporting documents prepared or supplied by or on behalf of any of the Warrantors or their respective directors (or any of them) or any employee of any member of the Group have been given or prepared in good faith and with due care and attention.

2. The Company and the Group

- 2.1 As of the Hong Kong Prospectus Date, the Preliminary Offering Circular and the Final Offering Circular, the Company has the registered and issued share capital as set forth in the section headed “Share Capital” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular and all of the issued shares of the Company (A) have been duly authorised and validly issued and are fully paid and non-assessable; (B) are owned by the existing shareholders and in the amounts specified in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (C) have been issued in compliance with all applicable Laws; (D) were not issued in violation of any preemptive right, resale right, right of first refusal or similar right; and (E) are not subject to any Encumbrance or adverse claims.
- 2.2 The Company has been duly incorporated and is validly existing as a joint stock company with limited liability under the Laws of the PRC; and the Company has full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; the Company has the full right and power and authority (corporate and other) to execute and deliver each of this Agreement and the International Underwriting Agreement and the Operative Documents and to perform its obligations hereunder and thereunder, and to issue, sell and deliver the Offer Shares as contemplated herein and under the Global Offering; the Articles of Association and other constituent or constitutive documents of the Company comply with the requirements of the Laws of the PRC and are in full force and effect; the Company has been duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance and the Articles of Association and other constituent or constitutive documents of the Company comply with the applicable Laws and regulations of Hong

Kong (including, without limitation, the Listing Rules, Companies Ordinance, Companies (WUMP) Ordinance and Securities and Futures Ordinance).

- 2.3 The Company is duly qualified to transact business, is in good standing (where applicable) and has obtained or made all necessary Approvals and Filings in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise).
- 2.4 (A) The Company has no subsidiaries, associated companies and jointly controlled entities other than those as set forth in the section headed “Appendix I – Accountant’s Report” of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (B) the Company owns all or part (as the case may be and as disclosed) of the issued or registered share capital or other equity interests (as applicable) in each of the other members of the Group as described in the section headed “Appendix I – Accountant’s Report” of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (C) the Company does not own, directly or indirectly, any share capital or any other equity interests, fund investments or long-term debt securities of or in any corporation, firm, partnership, fund, joint venture, association or other entity other than those described in clause (B) above; (D) all of the issued shares of each of the members of the Group that is incorporated or organised in a jurisdiction other than the PRC have been duly authorised and validly issued, are fully paid up and non-assessable, have been issued in compliance with all applicable Laws and were not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and are owned by the Company subject to no Encumbrance or adverse claims; (E) the registered capital (in the form of shares or otherwise) of each of the members of the Group that is established under the Laws of the PRC has been duly and validly established; all of such registered capital has been or will be validly issued and fully paid up with all contributions to such registered capital having been or will be paid within the time periods prescribed under applicable PRC Laws and all payments of such contributions having been approved by the applicable PRC Authorities, and no obligation for the payment of a contribution to such registered capital remains outstanding; all of such registered capital has been issued in compliance with all applicable Laws and was not issued in violation of any pre-emptive right, resale right, right of first refusal or similar right and is owned by the Group subject to no Encumbrance or adverse claims; (F) except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligation into shares of capital stock or other equity interests of or in any member of the Group are outstanding; (G) each of the other members of the Group is a legal person with limited liability and the liability of the Company in respect of equity interests held in each such member of the Group is limited to its investment therein; and (H) except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, none of the members of the Board or management owns, directly or indirectly, any shares of capital stock of, or equity interest in, or any rights, warrants or options to acquire, or instruments or securities convertible into or exchangeable for, any share capital of, or direct interests in, any member of the Group.
- 2.5 (A) Each member of the Group (other than the Company) (i) has been duly established and is validly existing as a legal person with limited liability in good standing (where applicable) under the applicable Laws of the jurisdiction of its incorporation, and is capable of suing and being sued, (ii) has full right, power and authority (corporate and other) to own, use, lease and operate its properties and assets and conduct its business in the manner presently conducted and, where applicable, as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and (iii) is duly qualified to transact business and is in good standing

(where such concept is applicable) in each jurisdiction where such qualification is required (by virtue of its business, ownership or leasing of properties or assets or otherwise); (B) the articles of association and other constituent or constitutive documents of each member of the Group (other than the Company) comply with the requirements of the Laws of the jurisdiction of its incorporation, and are in full force and effect; (C) each member of the Group (other than the Company) that is established under the Laws of the PRC has passed each annual examination by or made its annual report filing with (as applicable) the applicable PRC Authorities since incorporation without being found to have any material deficiency or to be in default in any material respect under applicable PRC Laws and has timely received all material requisite certifications from each applicable PRC Authority.

- 2.6 No member of the Group is conducting or proposes to conduct any business, or has or proposes to acquire or incur any property or asset or liability or obligation (including, without limitation, contingent liability or obligation), which is material to such member of the Group and is not directly or indirectly related to the business of the Group, as described in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

3. Offer Shares

- 3.1 The Offer Shares have been duly and validly authorised and, when issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be duly and validly allotted, authorised and issued, fully paid and non-assessable, free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the PRC or Hong Kong or the Articles of Association or other constituent or constitutive documents or the business registration license of the Company or any agreement or other instrument to which the Company is a party, free of any pre-emptive right, resale rights, right of first refusal or similar right and subject to no Encumbrance or adverse claims, and will have attached to them the rights and benefits specified in the Articles of Association as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and, in particular, will rank *pari passu* in all respects with the existing issued Shares, including the right to rank in full for all distributions declared, paid or made by the Company after the time of their allotment; and will be freely transferable by the Company to or for the account of the Hong Kong Underwriters (or the applicants under the Hong Kong Public Offering) and the International Underwriters (or purchasers procured by the Joint Global Coordinators or the International Underwriters). The Offer Shares, when allotted, issued and delivered against payment therefor as provided in this Agreement or the International Underwriting Agreement, as applicable, will be free of any restriction upon the holding, voting or transfer thereof pursuant to the Laws of the relevant jurisdictions or the Articles of Association or other constituent or constitutive documents or the business license of the Company or any agreement or other instrument to which the Company is a party; no holder of Offer Shares after the completion of the Global Offering will be subject to personal liability in respect of the Company's liabilities or obligations solely by reason of being such a holder.
- 3.2 As of the Listing Date, the Company will have the authorised and issued share capital as set forth in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular in the section headed "Share Capital", and, assuming the full exercise of the Over-Allotment Option, as of the relevant settlement date for the Option Shares, the Company will have the authorised

and issued capital as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular in the sections headed “Share Capital”. The share capital of the Company, including the Offer Shares, conforms to each description thereof contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and each such description is complete, true, accurate in all material respects and not misleading; the certificates for the Offer Shares, when issued, will be in due and proper form such as to be legal and valid under PRC Laws.

- 3.3 All necessary authorisations have been obtained from the holders of existing issued shares in the capital of the Company to enable the Offer Shares to be issued to the purchasers under the Global Offering in the manner described in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

4. This Agreement and Operative Documents

- 4.1 Each of this Agreement, the International Underwriting Agreement, the Operative Documents and any other document required to be executed by the Company pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents has been or will be duly authorised, executed and delivered by the Company and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes or will constitute a legal, valid and binding agreement of the Company, and is enforceable in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, moratorium and similar laws of general applicability relating to or affecting the creditors’ rights and to general principles of equity.
- 4.2 The statements set forth in the sections “Underwriting” and “Structure of the Global Offering” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, insofar as they purport to describe the provisions of this Agreement and the International Underwriting Agreement are complete, true and accurate in all material respects and not misleading.

5. No conflict, compliance and approvals

- 5.1 No member of the Group is in breach or violation of or in default under (nor has any event occurred which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under) (A) its articles of association or other constituent or constitutive documents or its business license (as applicable), (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which it is a party or by which it or any of its properties or assets may be bound or affected, or (C) any Laws applicable to it or any of its properties or assets, except for such breach, violation or default in each cases of (B) and (C) above that would not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change.
- 5.2 The execution, delivery and performance of this Agreement, the International Underwriting Agreement and the Operative Documents, the issuance and sale of the Offer Shares, the publication of the Hong Kong Prospectus, the listing of the H Shares on the SEHK, the consummation of the transactions herein or therein contemplated, and the fulfillment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event

which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of any member of the Group pursuant to (A) the articles of association or other constituent or constitutive documents or the business license (as applicable) of any member of the Group, or (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any other member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, (C) any Laws applicable to any member of the Group or any of their respective properties or assets, or (D) any other agreements which any member of the Group is a party of.

- 5.3 Approval in principle has been obtained from the Listing Committee for the listing of, and permission to deal in, the H Shares on the Main Board of SEHK, and to the best knowledge of the Warrantors, there is no reason to believe that such approval may be revoked, suspended or modified.
- 5.4 Except for the final approval from the SEHK for the listing of and permission to deal in the H Shares on the Main Board of the SEHK, as well as the registration of Hong Kong Prospectus with the Registrar of Companies in Hong Kong, all Approvals and Filings (including approval from the CSRC of the filing in relation to the Listing dated 26 January 2025) under any Laws applicable to, or from or with any Authority having jurisdiction over, the Controlling Shareholders, any member of the Group or any of their respective properties or assets, or otherwise from or with any other persons, required in connection with the issuance and sale of the Offer Shares or the execution or delivery by the Warrantors of this Agreement, the International Underwriting Agreement or any of the Operative Documents or the performance by the Warrantors of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby have been obtained or made and are in full force and effect, and to the best knowledge of the Warrantors, there is no reason to believe that any such Approvals and Filings may be revoked, suspended or modified.
- 5.5 The Global Offering and the other transactions provided for or contemplated by this Agreement, the International Underwriting Agreements, the Operative Documents and all related arrangements, in so far as they are the responsibility of or carried out by the Company or any other member of the Group, have been or will be carried out in accordance with all applicable laws and regulatory requirements in Hong Kong and elsewhere.
- 5.6 The Company has complied with all requirements and timely submitted all requisite filings in connection with the Global Offering (including, without limitation, the CSRC Filing Report) with the CSRC pursuant to the CSRC Filing Rules and all applicable Laws, and the Company has not received any notice of rejection, withdrawal or revocation from the CSRC in connection with such CSRC Filings.
- 5.7 Each of the CSRC Filings made by or on behalf of the Company is in compliance with the disclosure requirements pursuant to the CSRC Filing Rules.
- 5.8 Except as disclosed in the Hong Kong Prospectus, no person has (A) the right, contractual or otherwise, to cause the Company to issue or sell to it any Shares or shares of any other capital stock of the Company, (B) any preemptive rights, resale rights, rights of first refusal or other rights to purchase Shares or any other shares of the Company, (C) the right, contractual or otherwise, to cause the Company to include any

H Shares or any other shares of the Company in the Global Offering, and (D) the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the Offer Shares.

- 5.9 Except as disclosed in the Hong Kong Prospectus, (A) The Company and the other members of the Group (i) have conducted and are conducting their respective businesses and operations in compliance with all Laws applicable thereto in all material respects, (ii) have obtained or made and are in compliance with all Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to own, lease, license and use its properties and assets and conduct its businesses and operations in the manner presently conducted or proposed to be conducted as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, except to the extent that failure to so comply with such Laws or so obtain, make or hold or comply with such Approvals and Filings would not, individually or in the aggregate, result in a Material Adverse Change; and (iii) have not been subject to any material fines or penalties from any Authorities; (B) all such Approvals and Filings contain no conditions precedent that have not been fulfilled, performed or complied with or other burdensome restrictions or conditions under the applicable Laws currently in effect not described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and (C) all such Approvals and Filings are valid and in full force and effect, and no member of the Group is in violation of, or in default under, or has received notice of any request, action, suit, proceeding, investigation or inquiry relating to revocation, suspension or modification of, or that any Authority is considering revoking, suspending or modifying, any such Approvals and Filings (including the PRC Approval), and, to the best knowledge of the Warrantors, there are no facts or circumstances existing or that have in the past existed which may lead to the revocation, rescission, avoidance, repudiation, withdrawal, non-renewal or change, in whole or in part, of any of the existing Approvals and Filings, or any current requirements for additional Approvals and Filings which could prevent, restrict or hinder the operations of any member of the Group or cause any member of the Group to incur additional expenditures, except where such circumstances would not, individually or in the aggregate, result in a Material Adverse Change; and (D) no governmental Authority, in its inspection, examination or audit of any member of the Group, have reported findings or imposed penalties that have resulted or could reasonably be expected to have individually or in the aggregate, a Material Adverse Change; and, with respect to any such inspection, examination or audit and to the extent applicable, all findings have been properly rectified, all penalties have been paid and all material recommendations have been adopted.
- 5.10 (A) Except for the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong and the final approval from the SEHK for the listing of, and permission to deal in, the Shares on the Main Board of the SEHK, all Approvals and Filings required under any Laws applicable to, or from or with any Authority having jurisdiction over, any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in connection with the use and application of the proceeds from the Global Offering for the purposes as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, have been obtained or made, and no event has occurred, and no circumstance exists, which could prevent any member of the Group from obtaining or making any such Approvals and Filings so disclosed as not having been made or obtained, except failure to obtain such Approvals and Filings would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change; and (B) the use and application of the proceeds from the Global Offering, as set forth in and contemplated by each of the Hong Kong Prospectus, the PHIP, the

Preliminary Offering Circular and the Final Offering Circular, will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance upon any property or assets of any member of the Group pursuant to (i) the articles of association or other constituent or constitutive documents or the business license of any member of the Group, (ii) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which any member of the Group is a party or by which any member of the Group is bound or any of their respective properties or assets may be bound or affected, or (iii) any Laws applicable to any member of the Group or any of its properties or assets.

6. Accounts and other financial information

- 6.1 The Reporting Accountants, who has audited certain consolidated financial statements of the Group included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, are independent certified public accountants under Professional Accountant Ordinance (Cap. 50) and Registered Public Interest Entity Auditor under Accounting and Financial Reporting Council Ordinance (Cap. 588 of the laws of Hong Kong).
- 6.2 (A) The audited consolidated financial statements (and the notes thereto) of the Group for the financial years ended 31 December 2022, 2023 and 2024 as set out in Appendix I to each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, give a true and fair view of the consolidated financial position of the Group as of the dates indicated and the consolidated financial performance and consolidated, cash flows and changes in equity of the Company and members of the Group for the periods specified, and have been prepared in conformity with the International Financial Reporting Standards (“IFRS”) issued by the International Accounting Standards Board and the accounting policies of the Company applied on a consistent basis throughout the periods involved; (B) all summary and selected financial data included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular are derived from the accounting records of the Company and other members of the Group, present fairly the information shown therein and have been compiled on a basis consistent with that of the audited consolidated financial statements of the Group included therein; (C) the unaudited pro forma statement of adjusted net tangible assets (and the notes thereto and all other pro forma financial statements, information or data, if any) included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular present fairly the information shown therein, have been prepared in accordance with the applicable requirements of the Listing Rules and on the basis set out in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and are presented on a basis consistent with the accounting principles adopted by the Company, the assumptions used in the preparation of such unaudited pro forma statement of adjusted net tangible assets (and the notes thereto and all other pro forma financial statements, information or data, if any) are reasonable, and are disclosed therein and there are no other assumptions or sensitivities which should reasonably be taken into account in the preparation of such information that are not so taken into account, the pro forma adjustments used therein are appropriate to give effect to the transactions or circumstances described therein, and the pro forma adjustments have been properly applied to the historical amounts in the compilation of the unaudited pro forma

statement of adjusted net tangible assets (and the notes thereto and all other pro forma financial statements, information or data, if any); (D) there are no financial statements (historical or pro forma) that are required (including, without limitation, by the Listing Rules) to be included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, that are not included as required; and (E) the Group does not have any liabilities or obligations, direct or contingent (including, without limitation any off- balance sheet obligations), not described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

- 6.3 All historical financial information included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular (other than those in the audited consolidated financial statements of the Group and all related notes as set out in Appendix I to each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular) has been either correctly extracted from the audited consolidated financial statements of the Group and all related notes as set out in Appendix I to each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or is derived from the relevant accounting records of the Company and other members of the Group which the Company in good faith believes are reliable and accurate in all material aspects, and are a fair presentation of the data purported to be shown.
- 6.4 The unaudited consolidated management financial information of the Group as of 20 April 2025 and for the period from 1 January 2025 to 30 April 2025 and other accounting records of the Group (A) have been properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and members of the Group and IFRS, all the transactions entered into by the Company or any other member of the Group or to which the Company or any other member of the Group was a party during the period from 1 January 2025 to 30 April 2025, (B) contain no inaccuracies or discrepancies of any kind, and (C) give a true and fair view of the financial position of the Company and members of the Group as of 30 April 2025 and the financial performance of the Company and members of the Group for the period from 1 January 2025 to 30 April 2025; and there has been no material decreases in the issued share capital, net current assets, or total current assets or any material increases in total current liabilities of the Group, as compared to amounts shown in latest audited consolidated balance sheet of the Group as of 31 December 2024 included in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 6.5 (A) The prospective information included in the memorandum of the Board on profit forecast for the year ending 31 December 2025 and on working capital forecast for the 14 months ending 30 June 2026 (the “**Board Forecast Memorandum**”) has been approved by the Directors and reported on by the Reporting Accountants in accordance with Hong Kong Standard on Investment Circular Reporting Engagements 500, Reporting on Profit Forecasts, Statements of Sufficiency of Working Capital and Statements of Indebtedness and with reference to Hong Kong Standard on Assurance Engagements 3000 (Revised), Assurance Engagements Other Than Audits or Reviews of Historical Financial Information issued by the HKICPA in connection with the Global Offering and has been prepared after due and careful consideration, and represents reasonable and fair expectations honestly held by the Company on the basis of facts known to the Company; (B) all statements of fact in the Board Forecast Memorandum are complete, true and accurate in all material respects and not misleading in light of the circumstances under which they were made; (C) all forecast, estimate and expressions of opinion contained in the Board Forecast Memorandum are fair and reasonable, are honestly held by the Directors and can be properly supported including, without limitation, that all approvals required for the recognition of reserves

in accordance with the Company's accounting policies described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular at the time envisaged by such memorandum will be received; and (D) there are no other material facts or assumptions which in any case ought reasonably to have been taken into account which have not been taken into account in the preparation of the Board Forecast Memorandum.

- 6.6 The statements set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section headed "Financial Information – Material Accounting Policies and Critical Accounting Estimates and Judgements" are, in all material respects, true and accurate descriptions of (A) all material accounting policies which the Company believes are the most important in the portrayal of the Company's financial condition and financial performance and which require management's most difficult, subjective or complex judgments ("**Material Accounting Policies**"); (B) the judgments and uncertainties affecting the application of Material Accounting Policies; and (C) an explanation of the likelihood that materially different amounts would be reported under different conditions or using different assumptions. The Board and senior management of the Company have reviewed and agreed with the selection, application and disclosure of the Material Accounting Policies and have consulted with the Reporting Accountants with regard to such selection, application and disclosure.
- 6.7 Each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular accurately and fully describes, in all material respects, (A) all trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect the liquidity of any member of the Group and could reasonably be expected to occur, and (B) all off-balance sheet transactions, arrangements, obligations and liabilities, direct or contingent (if any). No member of the Group has any relationship with unconsolidated entities that are contractually limited to narrow activities that facilitate the transfer of or access to assets by any member of the Group, such as structured finance entities and special purpose entities, which would be, or are reasonably expected to, have a material impact on the liquidity of any member of the Group or the availability thereof or the requirements of any member of the Group for capital resources.
- 6.8 (A) The factual contents of the reports, letters or certificates of the Reporting Accountants provided by the Company are and will remain complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects) and no fact or matter has been omitted therefrom which would make the contents of any of such reports, letters or certificates misleading, and the opinions attributed to the Directors in such reports, letters or certificates are held in good faith, and none of the Company and the Directors disagrees with any aspect of the reports, letters or certificates prepared by the Reporting Accountants; (B) the Company has given to the Reporting Accountants all information that was reasonably requested by the Reporting Accountants, and no information was withheld by the Company from the Reporting Accountants, for the purposes of its preparation of its report contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and the comfort letters to be issued by the Reporting Accountants in connection with the Global Offering and all information given to the Reporting Accountants for such purposes was given in good faith and there is no other information which has not been provided by the Company the results of which would make the information so received misleading; and (C) no information was withheld by the Company from the Reporting Accountants, the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Bookrunners, the Joint Lead Managers, the Capital

Market Intermediaries or the Underwriters for the purposes of their review of the profit and working capital forecasts and the unaudited pro forma statement of adjusted net tangible assets and all other pro forma financial statements, information or data, if any, of the Group included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, or their review of the Group's cash flow and working capital projections, estimated capital expenditures and financial reporting procedures.

- 6.9 The unaudited consolidated financial information of the Group as of 30 April 2025 and for the period from 1 January 2025 to 30 April 2025 (and the notes thereto) that, when applicable, to be attached to the Regulation S comfort letters delivered by the Reporting Accountants and other accounting records of the Group (A) have been reviewed by the Reporting Accountants with reference to International Standard on Review Engagements 2410, Review of Interim Financial Information Performed by the Independent Auditor of the Entity, are properly written up and give a true and fair view of, and reflect in conformity with the accounting policies of the Company and IFRS, all the transactions entered into by the Group during the period from 1 January 2025 to 30 April 2025; (B) have been compiled on a basis consistent with the audited consolidated financial statements of the Group included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; (C) reflect normal recurring adjustments which are necessary for a fair presentation of the consolidated results of operations of the Group for the period from 1 January 2025 to 30 April 2025; (D) contain no inaccuracies or discrepancies of any kind; and (E) give a true and fair view of the financial position of the Group as of 30 April 2025 and the results of operations of the Group for the period from 1 January 2025 to 30 April 2025.

7. Indebtedness and material obligations

- 7.1 (A) Except otherwise disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has any material outstanding liabilities, term loans, other borrowings or indebtedness in the nature of borrowings, including, without limitation, bank overdrafts and loans, debt securities or similar indebtedness, and hire purchase commitments, or any material mortgage or charge or any guarantee or other contingent liabilities, (B) no material outstanding indebtedness of any member of the Group has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) become repayable before its stated maturity, nor has (or, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, will) any security in respect of such indebtedness become enforceable by reason of default by such member of the Group, (C) no person to whom any material indebtedness of any member of the Group that is repayable on demand is owed has demanded or, to the best knowledge of the Warrantors, threatened to demand repayment of, or to take steps to enforce any security for, the same, (D) to the best knowledge of the Warrantors after due care and inquiry, no circumstance has arisen such that any person is now entitled to require payment of any material indebtedness of any member of the Group or under any guarantee of any material liability of such member of the Group by reason of default of any member of the Group or any other person or under any material guarantee given by any member of the Group, (E) all guarantees of indebtedness of the Group are in full force and effect, and there are no outstanding guarantees or contingent payment obligations of any member of the Group in respect of indebtedness of any party that is not a member of the Group, and (F) no member of the Group or any of the Controlling Shareholders has stopped or suspended payments of its debts, has become unable to pay its debts or otherwise become insolvent.
- 7.2 (A) The amounts borrowed by each member of the Group do not exceed any limitation on its borrowing contained in its articles of association or other constituent or

constitutive documents or its business license (as applicable) or in any debenture or other deed or document binding upon it; (B) no member of the Group has factored any of its material debts or engaged in financing of a type which would not be required to be shown or reflected in its audited accounts; (C) with respect to each of the borrowing facilities of any member of the Group which is material to such member of the Group, (i) such borrowing facility has been duly authorised, executed and delivered, is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, (ii) all undrawn amounts under such borrowing facility is or will be capable of drawdown in accordance with its terms and conditions, and (iii) no event has occurred, and, to the Warrantors' best knowledge, no circumstances exist, which could cause any undrawn amounts under such borrowing facility to be unavailable for drawing as required; and (D) to the Warrantors' best knowledge, no event has occurred, and no circumstances exist, in relation to any investment grants, loan subsidies or financial assistance received by or granted to or committed to be granted to the Company or any of the other members of the Group from or by any Authority in consequence of which the Company or the relevant member of the Group is or could be held liable to forfeit or repay in whole or in part any such grant or loan or financial assistance.

8. Subsequent events

- 8.1 Subsequent to the respective dates as of which information is given in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, there has not been (A) any Material Adverse Change or any development involving a prospective Material Adverse Change, (B) any transaction, agreement or arrangement (including any letter of intent or memorandum of understanding) which is material to the Company and the other members of the Group, taken as a whole, (C) any obligation or liability, direct or contingent (including, without limitation, any off-balance sheet obligations), incurred by any member of the Group which is material to the Company and the other members of the Group, taken as a whole, (D) any change in the share capital or other equity interests of any class or outstanding indebtedness of or in any member of the Group, except as otherwise disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, or (E) any dividend or distribution of any kind declared, paid or made on the share capital or other equity interests of any class of any member of the Group.
- 8.2 Since the date of the latest audited consolidated financial statements included in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, each of the Company and the other members of the Group has (A) carried on and will continue to carry on business in the ordinary course so as to maintain it as a going concern; and (B) continued to pay its creditors in the ordinary course of business.
- 8.3 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has (A) entered into or assumed or otherwise agreed to be bound by any contract or agreement which is material to the Company and the other members of the Group, taken as a whole; (B) incurred, assumed or acquired or otherwise agreed to become subject to any liability (including, without limitation, contingent liability) or other obligation and the other members of the Group which is material to the Company and the other members of the Group, taken as a whole; (C) acquired or disposed of or agreed to acquire or dispose of any business or asset that is material to the Company and the other members of the Group, taken as a whole; (D) cancelled, waived, released or discounted in whole or in part any debt or claim, except in the ordinary course of business, (E) purchased or reduced, or agreed to purchase or reduce or otherwise change, its capital stock or other equity interest of any class, (F) declared, made or paid any dividend or distribution of any kind on its capital stock of

any class, or (G) entered into an agreement, a letter of intent or memorandum of understanding (or announced an intention to do so) relating to any matters identified in (A) through (F) above.

- 8.4 Subsequent to the date of the latest audited consolidated financial statements included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has sustained any material loss or interference with its business from the COVID-19 pandemic, other health epidemics, outbreaks, fire, explosion, flood, earthquake or other calamity, whether or not covered by insurance, or from any labor dispute or any action, order or decree of any Authority.
- 8.5 (A) There has been no material decrease in the share capital and total current assets or any material increase in total current liabilities of the Group as of (i) the date of this Agreement, (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date or (iv) the Listing Date, as applicable, in each case as compared to amounts shown in the latest audited consolidated balance sheet of the Group as of 31 December 2024 included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; and (B) there has been no material decrease in revenue or gross profit of the Group during the period from the date of the latest audited consolidated income statements of the Group for the year ended 31 December 2024 included in the Hong Kong Prospectus to (i) the date of this Agreement; (ii) the Hong Kong Prospectus Date, (iii) the Price Determination Date, or (iv) the Listing Date, as applicable, in each case as compared to the corresponding period in the preceding financial year.

9. Assets and business

- 9.1 Except as disclosed in the Hong Kong Prospectus, (A) Each of the Company and the other members of the Group has valid and good title to all personal properties and assets that it purports to own as described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, in each case free and clear of all Encumbrances, except as would not, individually or in the aggregate, materially and adversely affect the value of such property or asset, or would not, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable; (B) each real property, personal property, building or asset, as applicable, held under lease by the Company or any of the other members of the Group held by it under a lease is in full force and effect that has been duly authorised, executed and delivered and is legal, valid, binding and enforceable in accordance with its terms, with such exceptions as would not, and would not reasonably be expected to, individually or in the aggregate, materially interfere with the use made and proposed to be made of such property or asset by the Company or the relevant member of the Group, as applicable, no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a material default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any of such leases; no member of the Group is aware of any action, suits, claims, demands, investigations, judgment, awards and proceedings of any nature that has been asserted by any person which (i) may be materially adverse to the rights or interests of such member of the Group under such lease, tenancy or license or (ii) which may materially and adversely affect the rights of such member of the Group to the continued possession or use of such leased or licensed property or other asset; the right of each member of the Group to possess or use such leased or licensed property or other asset is not subject to any unusual or onerous terms or conditions; there are no material Encumbrances, conditions, planning consents, orders, regulations or other restrictions which may interfere or affect the use made or proposed to be made of such leased or licensed property or other asset by any

member of the Group; (C) neither the Company nor any of the other members of the Group owns, operates, manages or has any other right or interest in any other real property, personal property, building or asset, as applicable, except as reflected in the audited consolidated financial statements of the Company as of and for the year ended 31 December 2024 and the section headed “Business – Properties” included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, and no other real properties or buildings and personal properties or assets are necessary in order for the Company and the other members of the Group to carry on the business of the Company and the other members of the Group in the manner described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, other than those properties and assets the absence of which would not, and could not be reasonably expected to, individually or in the aggregate, result in a Material Adverse Change; (D) the use of all properties owned or leased by each member of the Group is in accordance with its permitted use under all applicable Laws; and (E) no member of the Group has any material existing or contingent liabilities in respect of any real properties previously occupied by it or in which it has held any interests.

- 9.2 (A) The Company and the other members of the Group own free of Encumbrances, or have obtained (or can obtain on reasonable terms, if needed) licenses for, or other rights to use, all patents, patent applications, inventions, copyrights, trade or service marks (both registered and unregistered), trade or service names, domain names, know-how (including, without limitation, trade secrets and other unpatented and/or un-patentable proprietary or confidential information, systems or processes), and other proprietary information, rights or processes (collectively, the “**Intellectual Property Rights**”) described in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular as being owned or licensed or used by them and, such rights and licenses held by the each member of the Group in any Intellectual Property Rights comprise all the rights and licenses that are necessary for their conduct of, or material to, their respective businesses as currently conducted or as proposed to be conducted; (B) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, the Intellectual Property Rights is legal, valid, binding and enforceable in accordance with its terms and is in full force and effect, and the Company and the other members of the Group have complied with the terms of each such agreement which is in full force and effect, and no default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or, to the best knowledge of the Warrantors, is likely to occur under any such agreement, except as would not or could not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect; (C) there are no third parties who have or, to the best knowledge of the Warrantors, will be able to establish rights to, any Intellectual Property Rights; (D) there is no infringement by third parties of any material Intellectual Property Rights; (E) there is no pending or, to the Warrantors’ best knowledge, threatened action, suit, proceeding or claim by others, including any Authority, challenging (i) the rights of the Group in or to any Intellectual Property Rights, (ii) any agreement or arrangement pursuant to which the Company or any of the other members of the Group uses such Intellectual Property Rights, or (iii) the validity, enforceability or scope of any Intellectual Property Rights, and there are no facts which could form a reasonable basis for any such action, suit, proceeding or claims (F) neither the Company nor any of the other members of the Group has infringed or is infringing the intellectual property rights of a third party, or has received notice of a claim by a third party to the contrary; (G) there is no pending or, to the best knowledge of the Company threatened action, suit, proceeding or claim by others that the Company or any other member of the Group infringes or otherwise violates or would, upon the provision of any services as described in each of the Hong Kong

Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, if any, infringe or violate, any patent, trade or service mark, trade or service name, service name, copyright, trade secret or other proprietary rights of others, and there are no facts which could form a reasonable basis for any such action, suit, proceeding, or claim; and (H) to the best knowledge of the Warrantors, there is no prior act that may render any patent application within the Intellectual Property Rights un-patentable that has not been disclosed to any Authority in the PRC or Hong Kong or any relevant jurisdiction having jurisdiction over intellectual property right matters.

9.3 The Company and the other members of the Group have (A) complied in all material respects with all intellectual property right protection requirements set forth in the agreements with the Group's customers, suppliers, subcontractors or licensors; and (B) adopted and implemented adequate intellectual property right protection measures and procedures designed to ensure regulatory compliance and protection of Intellectual Property Rights; neither the Company nor any other member of the Group has received any material complaint from any customer, supplier or licensor or any other person for failing to protect such person's Intellectual Property Rights and there is no pending or, to the best knowledge of the Warrantors, threatened action, suit, proceeding or claim by any customer, supplier or licensor or any other person that the Company or any other member of the Group fails to protect such person's Intellectual Property Rights, and there are no facts which could form a reasonable basis for any such complaint, action, suit, proceeding or claim; the statements as set forth in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular headed "Business – Legal Proceedings" and "Business – Intellectual Properties" are true and accurate in all material respects and not misleading in light of the circumstances under which they were made.

9.4 (A) All computer systems, communications systems, software and hardware which are currently owned, licensed or used by the Company or any other member of the Group (collectively, the "**Information Technology**") collectively comprise all of the information technology systems and related rights necessary to conduct the respective business of the Company and the other members of the Group as currently conducted or as proposed to be conducted; (B) the Company and the other members of the Group either legally and beneficially own, or have obtained licenses for, or other rights to use, all of the Information Technology; (C) each agreement pursuant to which the Company or any other member of the Group has obtained licenses for, or other rights to use, the Information Technology is legal, valid, binding and enforceable in accordance with its terms, and is in full force and effect, and the Company and the other members of the Group, as the case may be, have complied with the terms of each such agreement in all material respects which is in full force and effect, and no material default (or event which, with notice or lapse of time or fulfillment of any condition or compliance with any formality or all of the foregoing, would constitute such a default) by the Company or any of the other members of the Group has occurred and is continuing or is likely to occur under any such agreement, and no notice has been given by or to any party to terminate any such agreement; (D) all material records and systems (including but not limited to the Information Technology) and all data and information of the Group are maintained and operated by the Group; (E) in the event that the persons providing maintenance or support services for the Company or any other member of the Group with respect to the Information Technology cease or are unable to do so, the Company or the relevant member of the Group has all the necessary rights and information to continue, in a reasonable manner, to maintain and support or have a third party maintain or support the Information Technology; (F) there are no material material defects relating to the Information Technology; (G) the Group has in place procedures reasonably designed to prevent unauthorised access and the introduction of viruses and to enable the taking and storing on-site and off-site of back-up copies of the software and data; (H) the Group has in place reasonably adequate back-up policies and disaster

recovery arrangements which enable its Information Technology and the data and information stored thereon to be replaced and substituted without disruption to the business of the relevant member of the Group; (I) the Group has complied, and is currently in compliance with, its privacy policies and third-party obligations (imposed by applicable law, contract or otherwise) regarding the collection, use, transfer, storage, protection, disposal and disclosure by the Group of personally identifiable information; (J) there has been no security breach or attack or other compromise of or relating to the Company's or the other members of the Group's information technology systems that would result in a Material Adverse Change; and (K) the Company and other members of the Group have implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect their confidential information and the integrity, continuous operation, redundancy and security of all Information Technology and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**"), or any such data that may constitute trade secrets and working secrets of any Authority or any other data that would otherwise be detrimental to national security or public interest pursuant to the applicable Laws) used in connection with their respective businesses and/or the Global Offering, and there have been no material breaches, violations, outages, leakages or unauthorised uses of or accesses to the same, except for those that have been remedied without any material cost or legal liability imposed on the Company or any other member of the Group or the duty to notify any other person.

10. Cybersecurity and Data Protection

- 10.1 (A) Each member of the Group has complied with, and is currently in compliance with, all applicable Laws concerning cybersecurity, data protection (including Personal Data), confidentiality, archive administration, information security, data collection, monitoring, storage, processing, and transfer, access control, data integrity and audit compliance (including, without limitation, the Provisions on Strengthening Confidentiality and Archives Administration of Overseas Securities Offering and Listing by Domestic Companies (《關於加強境內企業境外發行證券和上市相關保密和檔案管理工作的規定》) issued by the CSRC, Ministry of Finance of the PRC, National Administration of State Secrets Protection of the PRC, and National Archives Administration of the PRC (effective from 31 March 2023), as amended, supplemented or otherwise modified from time to time) (collectively, the "**Data Protection Laws**") in all material respects; (B) neither the Company nor any other member of the Group is subject to any investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration, or any cybersecurity review by the CSRC, or any other relevant Authority; (C) neither the Company nor any other member of the Group has received any notice (including, without limitation, any enforcement notice, de-registration notice or transfer prohibition notice), letter, complaint or allegation from the relevant cybersecurity, data privacy, confidentiality or archive administration Authority alleging any breach or non-compliance by it of the applicable Data Protection Laws or prohibiting the transfer of data to a place outside the relevant jurisdiction; (D) neither the Company nor any other member of the Group has received any claim for compensation from any person in respect of its business under the applicable Data Protection Laws and industry standards in respect of inaccuracy, loss, unauthorised access, unauthorised retention, unauthorised destruction or unauthorised disclosure of data and there is no outstanding order against the Company or any other member of the Group in respect of the rectification or erasure of data; (E) no warrant has been issued authorising the cybersecurity, data privacy, confidentiality or archive administration, information security, data collection, monitoring, storage, processing, and transfer, access control, data integrity and audit compliance Authority (or any of its officers, employees or agents) to enter any of the premises of the Company nor any other member of the Group for the purposes of, *inter alia*, searching them or seizing

any documents or other material found there; (F) neither the Company nor any other member of the Group has received any communication, request, enquiry, notice, warning or sanctions pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); (G) the Company is not aware of any pending or threatened investigation, inquiry or sanction relating to cybersecurity, data privacy, confidentiality or archive administration by the CSRC or any other relevant Authority on the Company or any other member of the Group or any of their respective directors, officers and employees; (H) the Company is not aware of any pending or threatened actions, suits, claims, demands, investigations, judgments, awards and proceedings on the Company or any other member of the Group or any of their respective directors, officers and employees pursuant to the Data Protection Laws (including, without limitation, the CSRC Archive Rules); and (I) neither the Company nor any other member of the Group has received any objection to this Global Offering or the transactions contemplated under this Agreement from the CSRC or any other relevant Authority.

11. Compliance with Employment and Labor Laws

- 11.1 (A) Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has any obligation to provide housing, provident fund, social insurance, severance, pension, retirement, death, social security or disability benefits or other actual or contingent employee benefits to any of its present or past employees or to any other person; (B) except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no member of the Group has any material outstanding payment obligations or unsatisfied liabilities under the rules of such schemes or the applicable Laws; (C) where there are such material outstanding payment obligations or unsatisfied liabilities, the Group has set aside sufficient funds to satisfy such obligations and liabilities; (D) there are no material amounts owing or promised to any present or former directors, employees or consultants of any member of the Group other than remuneration accrued, due or for reimbursement of business expenses; (E) no directors or senior management or key employees of the Company or any other member of the Group have given or been given notice terminating their contracts of employment; (F) there are no proposals to terminate the employment or contracts of service of any directors, key employees or consultants or senior management of any member of the Group or to vary or amend their terms of employment or consultancy (whether to their detriment or benefit); (G) no member of the Group has any material outstanding undischarged liability to pay to any governmental Authority in any jurisdiction any taxation, contribution or other impost arising in connection with the employment or engagement of directors, key employees, consultants or senior management by them; (H) no liability has been incurred by any member of the Group for breach of any director's, employee's or consultant's contract of service, or consultancy agreement, redundancy payments, compensation for wrongful, constructive, unreasonable or unfair dismissal, failure to comply with any order for the reinstatement or re-engagement of any director, employee or consultant, or the actual or proposed termination or suspension of employment or consultancy, or variation of any terms of employment or consultancy of any present or former employee, director or consultant of any member of the Group; (I) all contracts of service and consultancy agreements in relation to the employment of the employees, directors and consultants of the Company or any other member of the Group are on usual and normal terms with respect to the Company's industry and all subsisting contracts of service to which the Company or any other member of the Group is a party are legal, valid, binding and enforceable in accordance with their respective terms and are determinable at any time on reasonable notice without compensation (except for statutory compensation); (J) there is no material claim pending or, to the best knowledge of the Company, threatened or capable of arising

against the Company or the relevant member of the Group in respect of any accident or injury not fully covered by insurance, by any employee, director, consultant or third party; and (K) each member of the Group has, in relation to its respective directors, employees or consultants (and so far as relevant to each of its respective former directors, employees or consultants), complied in all material respects with all terms and conditions of such directors' or employees' or consultants' (or former directors', employees' or consultants') contracts of services or employment or consultancy.

- 11.2 (A) Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, each of the Company and the other members of the Group is in compliance in all material respects with the labor and employment Laws (including but not limited to the PRC Labor Law, the Law on Social Insurance of the PRC, and the Employee Retirement Income Security Act of 1974 and the regulations promulgated thereunder with respect to any employee benefit plans subject to ERISA) and collective bargaining agreements and extension orders applicable to their employees in the jurisdiction of its incorporation, registration or organization, including the PRC, Hong Kong, the United States and the Republic of Indonesia; (B) there is no material dispute with the directors or employees of the Company or any other members of the Group and no strike, labor dispute, slowdown or stoppage or other conflict with the directors or employees of the Company or any other member of the Group pending or, to the best knowledge of the Warrantors, threatened against the Company or any other member of the Group; (C) there is no existing union representation dispute concerning the employees of the Company or any other member of the Group; and (D) there is no existing, imminent or, to the best knowledge of the Warrantors, threatened labor disturbance by the employees of any of the principal suppliers, subcontractors, contractors or customers of the Company or any other member of the Group.

12. Compliance with Environmental Laws

- 12.1 (A) The Company and the other members of the Group and their respective properties, assets and operations are in compliance in all material respects with applicable Environmental Laws (as defined below), and each of the Company and the other members of the Group holds and is in compliance in all material respects with all Approvals and Filings required under Environmental Laws; (B) there are no past, present or reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could give rise to any material costs or liabilities to the Company or any other member of the Group under, or to interfere with or prevent compliance by the Company or any other member of the Group with, Environmental Laws; and (C) neither the Company nor any member of the Group (i) is the subject of any investigation, (ii) has received any notice or claim, (iii) is a party to or affected by any pending, or to the best knowledge of the Company, threatened action, suit, proceeding or claim, (iv) is bound by any judgment, decree or order or (v) has entered into any agreement, in each case relating to any alleged violation of any applicable Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below), which would, individually or in the aggregate, result in a Material Adverse Change; (as used herein, “**Environmental Law**” means any applicable Laws relating to health, safety, the environment (including without limitation, the protection, clean-up or restoration thereof), natural resources or Hazardous Materials (including, without limitation the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and “**Hazardous Materials**” means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law.

13. Insurance

- 13.1 (A) The Company and other members of the Group maintain, or are entitled to the benefits of, insurance covering their respective business, operations, properties, assets and personnel with insurers of established repute as the Company reasonably deems adequate and necessary and all such insurance is in full force and effect on the date hereof and will be fully in force at all other times when the Warranties are repeated pursuant to this Agreement, (B) such insurance insures against such losses and risks to an extent which is prudent in accordance with customary industry practice to protect the Company and the other members of the Group and their respective businesses; (C) all premiums due in respect of such insurance policies have been duly paid in full; (D) the Company and the other members of the Group are in compliance with the terms of all such insurance in all material respects and all conditions for the validity and effectiveness of such policies have been fully observed and performed by the Company and the other members of the Group in all material respects; (E) there are no claims by the Company or any other member of the Group under any such insurance as to which any insurance company is denying liability or defending under a reservation of rights clause; and (F) neither the Company nor any other member of the Group has any reason to believe that it will not be able to renew its existing insurance coverage as and when such policies expire.

14. Internal control

- 14.1 Each of the Company and the other members of the Group has established and maintains and evaluates a system of internal controls over accounting and financial reporting sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorisation, (B) transactions are recorded as necessary to permit preparation of complete and accurate returns and reports to Authorities as and when required by them and financial statements in compliance with IFRS and maintain accountability for assets, (C) access to assets is permitted only in accordance with management's general or specific authorisation, (D) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences, (E) each of the Company and the other members of the Group has made and kept books, records and accounts which, in reasonable detail, accurately and fairly reflect the transactions of such entity and provide a sufficient basis for the preparation of financial statements in accordance with IFRS, and (F) the Directors are able to make a proper assessment of the financial position, financial performance and prospects of the Company and the other members of the Group, and such internal accounting and financial reporting controls are effective to perform the functions for which they were established and documented properly and the implementation of such internal accounting and financial reporting controls are monitored by the responsible persons; the current management information and accounting control systems of the Company and the other members of the Group have been in operation for at least six months during which neither the Company nor any other member of the Group has experienced any material difficulties with regard to clauses (A) through (F) above; there are (i) no weaknesses in the Group's internal controls over accounting and financial reporting, (ii) no fraud in relation to internal controls over financial reporting involving management or other employees who have a role in the Group's internal control over financial reporting, and (iii) no changes in the Group's internal controls over accounting and financial reporting or other factors that have adversely affected, or could reasonably be expected to adversely affect, the Group's internal controls over accounting and financial reporting.

- 14.2 Each of the Company and the other members of the Group has established and maintains and evaluates disclosure and corporate governance controls and procedures designed to ensure that (A) all material information relating to the Company or any

other member of the Group is made known in a timely manner to the Company's Board and management by others within those entities; and (B) the Company and its Board comply in a timely manner with the requirements of the Listing Rules, the Hong Kong Codes on Takeovers and Mergers and Share Buy-backs, the Securities and Futures Ordinance, the Companies Ordinance, the Companies (WUMP) Ordinance and any other applicable Law, including, without limitation, the requirements of the Listing Rules and the Securities and Futures Ordinance on disclosure of inside information and notifiable, connected and other transactions required to be disclosed, and such disclosure and corporate governance controls and procedures are effective to perform the functions for which they were established and documented properly and the implementation of such disclosure and corporate governance controls and procedures policies are monitored by the responsible persons (as used herein, the term "**disclosure and corporate governance controls and procedures**" means controls and other procedures that are designed to ensure that information required to be disclosed by the Company, including, without limitation, information in reports that it files or submits under any applicable Law, inside information and information on notifiable, connected and other transactions required to be disclosed, is recorded, processed, summarised and reported, in a timely manner and in any event within the time period required by applicable Laws).

- 14.3 Any issues identified and as disclosed in any report prepared by the Internal Control Consultant have been rectified or improved to a sufficient standard or level for the operation and maintenance of efficient systems of internal accounting and financial reporting controls and disclosure and corporate governance controls and procedures that are effective to perform the functions for which they were established and to allow compliance by the Company and its Board with all applicable Laws and no such issues have materially and adversely affected, or could reasonably be expected to materially and adversely affect, such controls and procedures or such ability to comply with all applicable Laws.
- 14.4 The statutory books and other records of each of the Company and the other members of the Group are in its possession, up-to-date in all material respects; the books of account of each of the Company and the other members of the Group are in its possession, up-to-date. The statutory books, books of account and other records of each of the Company and the other members of the Group contain complete and accurate records as required by Law to be dealt with in such books and no notice or allegation that any is incorrect or should be rectified has been received; all accounts, documents and returns required by Law to be delivered or made to the Registrar of Companies in Hong Kong, the SFC or any other relevant Authority in any relevant jurisdiction have been or will be duly and correctly delivered or made.

15. **Compliance with Anti-Bribery, Anti-Money Laundering and Sanctions Laws**

- 15.1 None of the Company, any other member of the Group and their respective officers, directors, supervisors, employees, affiliates, or to the best knowledge of the Warrantors, agents and representatives, in each case acting for or on behalf of the Company or other member of the Group, has taken or will take any action in furtherance of an offer, payment, promise to pay, or authorisation or approval of payment, made, offered, promised or authorised (A) any contribution, payment, giving of money, property, gifts or anything else of value, to any "**government official**" (as used herein, "government official" includes any officer or employee of a government or government-owned or controlled entity or of a public international organisation, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) in Hong Kong, the PRC, or any other applicable jurisdiction, where either the payment or the purpose of such contribution, payment, gift or thing of value was, is, or would be prohibited under any applicable

Law of Hong Kong or the PRC or any other jurisdiction; or (B) any bribe, rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit in any jurisdiction in connection with the business activities of the relevant member of the Group, as applicable, and without prejudice to the foregoing, neither any member of the Group nor any promoter, supervisor, director, officer, to the Company's best knowledge, agent, employee or affiliate of any member of the Group, is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of any applicable anti-bribery Laws, and the Company and the other members of the Group have instituted and maintained and will continue to maintain internal control policies and procedures designed to ensure continued compliance therewith.

- 15.2 The operations of each member of the Group are and have been conducted in compliance with applicable financial recordkeeping, reporting and other requirements of the Anti-Money Laundering Laws, and the Group maintains the measures suitable for its business to ensure continued compliance with the Anti-Money Laundering Laws and no action, suit, proceeding, investigation or inquiry by or before any Authority or any arbitrator involving any member of the Group with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Warrantors, threatened. (As used herein, "**Anti-Money Laundering Laws**" refers to all applicable anti-money laundering Laws, regulations or government guidance regarding applicable anti-money laundering, and international anti-money laundering principles or procedures of Hong Kong and the PRC and any related or similar statutes, rules, regulations or guidelines, issued, administered or enforced by any Authority in jurisdictions where the Group conducts business, including, without limitation and to the extent applicable, the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615 of the Laws of Hong Kong), the Organised and Serious Crimes Ordinance (Chapter 455 of the Laws of Hong Kong) and the Anti- Money Laundering Law of the PRC).
- 15.3 Except as disclosed in the Hong Kong Prospectus, (A) none of the Company, any other members of the Group, the Controlling Shareholders, any of their respective director, officer, nor, to the best knowledge of the Warrantors, employee, agent, representative or affiliate or other person acting on their behalf (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates as to whom no such representation, warranty or agreement is given) (a) is controlled or 50% or more owned in the aggregate by any individuals or entities that are, currently the subject of any sanctions administered or enforced by the United States (including, without limitation, any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the Bureau of Industry and Security of the U.S. Department of Commerce and the U.S. Customs and Border Protection), the United Nations Security Council, the European Union, His Majesty's Treasury or other sanctions Authority which may assert jurisdiction over the Company (collectively, the "**Sanctions**" and such persons, "**Sanctioned Persons**" and each such person, a "**Sanctioned Person**"); (b) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (which are, for the avoidance of doubt, Cuba, Iran, North Korea, Syria, Crimea, Sevastopol, and the so-called Luhansk People's Republic and so-called Donetsk People's Republic regions of Ukraine (collectively, the "**Sanctioned Countries**" and each, a "**Sanctioned Country**")); or (c) will, directly or indirectly, use the proceeds of the Global Offering, or lend, contribute or otherwise make available such proceeds to any member of the Group, joint venture partner or other individual or entity, that could or would result in a violation of any Sanctions by any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise); (B) neither the Company, any other member of the Group, the Controlling Shareholders, nor any of their respective director or officer, nor, to the best knowledge

of the Warrantors, any employee, agent or affiliate or other person acting on behalf of the Warrantors or any of their subsidiaries has in the past five years engaged in, or is now engaged in, any dealings or transactions with or for the benefit of a Sanctioned Person or with or in a Sanctioned Country; (C) the Company will use the proceeds from the Global Offering in the manner as set forth in the section “Future Plans and Use of Proceeds” of each of the Hong Kong Prospectus, the PHIP, and the Preliminary Offering Circular and the Final Offering Circular, and will not, directly or indirectly, use the proceeds from the sale of the Offer Shares, or lend, contribute or otherwise make available such proceeds to any member of the Group or other person or entity, for the purpose of financing any activities or business of or with any Sanctioned Person, or of, with or in any Sanctioned Countries, or in any other manner that could result in a violation by any individual or entity (including, without limitation, by the Underwriters) of any of the Sanctions; and (D) none of the issue and sale of the Offer Shares, the execution, delivery and performance of this Agreement, the consummation of any other transaction contemplated hereby, or the provision of services contemplated by this Agreement to the Company will result in a violation (including, without limitation, by the Underwriters) of any of the Sanctions.

16. Experts

- 16.1 Each of the experts (the “**Experts**”) stated in the section headed “Appendix VII – Statutory and General Information – E. Other Information – 6. Qualifications of experts” in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular is independent of the Company (as determined by reference to Rule 3A.07 of the Listing Rules) and is able to form and report on its views free of any conflict of interest and has not withdrawn its consent to including its report, opinions, letters or certificates (where applicable and as the case may be) in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 16.2 (A) The factual contents of the reports, opinions, letters or certificates of the Internal Control Consultant, the Industry Consultant, the Transfer Pricing Consultant and any legal counsel for the Company are complete, true and accurate in all material respects (and where such information is subsequently amended, updated or replaced, such amended, updated or replaced information is complete, true and accurate in all material respects), and no fact or matter has been omitted therefrom which would make the contents of any of such reports, opinions, letters or certificates misleading, and none of the Company and the Directors disagrees with any aspect of such reports, opinions, letters or certificates, and the opinions attributed to the Directors in such reports, opinions, letters or certificates are held in good faith based upon facts within their knowledge ; and (B) no material information was withheld by the Company from the Internal Control Consultant, the Industry Consultant, the Transfer Pricing Consultant and any legal counsel for the Company, for the purposes of preparation of their reports, opinions, letters or certificates (whether or not contained in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular) and all information given by the Company to each of the foregoing persons for such purposes was given in good faith and there is no other information which has not been provided the result of which would make the information so received misleading.

17. Statistical or market data or information

- 17.1 All statistical or market-related or operational data disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular that come from the Company have been derived from the records of the Company and other members of the Group using systems and procedures which incorporate adequate safeguards to ensure that the data are complete, true and accurate in all material respects

and not misleading in light of the circumstances under which they were provided; all statistical or market-related data included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular, the Final Offering Circular and the Investor Presentation Materials that come from sources other than the Company are based on or derived from sources described therein that the Company reasonably believes are reliable and accurate and present fairly such sources, and the Company has obtained the written consent to the use of such data from such sources to the extent required.

18. Historical changes

- 18.1 The descriptions of the events and transactions set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section headed “History, Development and Corporate Structure” are true and correct in all material respects; none of the events and transactions pursuant to the reorganization as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular under the section “History, Development and Corporate Structure” contravenes (A) any provision of the constitutive documents of the Company or any other member of the Group, (B) any provision or conditions of any Laws or any Approvals and Filings of the Company or any other member of the Group, (C) 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 other member of the Group or (D) any judgment, order or decree of, or any undertaking made to, any Authority having jurisdiction over the Company or any other member of the Group, and will not result in the creation or imposition of any Encumbrance or other restriction upon any assets of the Company and/or the other members of the Group.

19. Material Contracts and Connected Transactions

- 19.1 (A) All contracts or agreements entered into within two years of the Hong Kong Prospectus Date (other than contracts entered into in the ordinary course of business) to which the Company or any other member of the Group is a party and which are required to be disclosed as material contracts pursuant to the paragraph 52 of Part A of Appendix D1A to the Listing Rules (the “**Material Contracts**”) in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or filed therewith as Material Contracts with the Registrar of Companies in Hong Kong, as applicable, have been so disclosed or filed, in their entirety, without omission or redaction unless a certificate of exemption has been granted by the SFC; (B) no Material Contracts which have not been so disclosed and filed will, without the written consent of the Sole Sponsor and the Overall Coordinators, be entered into prior to the Listing Date, nor will the terms of any Material Contracts so disclosed and filed be changed, prior to or on the Listing Date; (C) neither the Company nor any member of the Group, nor any other party to any such Material Contract, has sent or received any communication regarding termination of, or intent not to renew, any of such Material Contracts, and no such termination or non-renewal has been threatened by the Company or any other members of the Group or, to the best knowledge of the Warrantors, any other party to any such contract or agreement.
- 19.2 Each of the contracts listed as being a Material Contract in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular headed “Appendix VII – Statutory and General Information – B. Further Information about our Group – 1. Summary of Material Contracts” has been duly authorised, executed and delivered or being delivered and is legal, valid, binding and enforceable in accordance with its terms under applicable or governing Laws.
- 19.3 Neither the Company nor any other member of the Group has any material capital

commitment, or is, or has been, party to any unusual, long-term or onerous commitments, contracts or arrangements not on an arm's length basis in the ordinary course of business (for these purposes, a long-term contract, commitment, or arrangement is one which is unlikely to have been fully performed in accordance with its terms within six months after the date it was entered into or undertaken or is incapable of termination by either the Company or any other member of the Group (as relevant) on six months' notice or less).

- 19.4 Neither the Company nor any other member of the Group is a party to any agreement or arrangement which prevents or materially restricts it in any way from carrying on business in any jurisdiction.
- 19.5 The Company does not have any reason to believe that any significant customer or supplier or distributor of the Company or any other member of the Group is considering ceasing or has ceased to deal with the Company or any other member of the Group, or is considering significantly modifying other terms of its dealings with the Company or any other members of the Group contrary to the manner disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or in a manner materially inconsistent with its past dealings with the Group.
- 19.6 Neither the Company nor any other member of the Group is a party to any agreement or arrangement or is carrying on any practice (A) which in whole or in part contravenes or is invalidated by any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws in any jurisdiction where the Company or any other member of the Group has assets or carries on business, or (B) in respect of which any filing, registration or notification is required or is advisable pursuant to any anti-trust, anti-monopoly, competition, fair trading, consumer protection or similar Laws (whether or not the same has in fact been made).
- 19.7 In respect of the connected transactions (as defined in the Listing Rules) of the Company (the “**Connected Transactions**”), (A) the statements set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular relating to the Connected Transactions are complete, true and accurate in all material respects, and there are no facts or matters the omission of which would make any such statements, in light of the circumstances under which they were made, misleading, and there are no other Connected Transactions which are required by the Listing Rules to be disclosed in the Hong Kong Prospectus but have not been disclosed as such; (B) all information (including, without limitation, historical figures) disclosed or made available (or which ought reasonably to have been disclosed or made available) in writing or orally by or on behalf of the Company to the Overall Coordinators, the Joint Global Coordinators, the Underwriters, the Reporting Accountants, the legal and other advisers to the Company or to the Underwriters, the Stock Exchange and/or the SFC was so disclosed or made available in full and in good faith, and except as subsequently disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular or notified to the SEHK and/or the SFC, was and remains complete, true and accurate in all material respects, and there is no other information which has not been provided the result of which would make the information so received misleading; (C) the Connected Transaction disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular have been entered into and carried out, and will be carried out, in the ordinary course of business and on normal or better commercial terms and are fair and reasonable and in the interests of the Company and the shareholders of the Company as a whole, and the Directors in coming to their view, have made due and proper inquiries and investigation of such Connected Transactions; (D) the Company has complied with and will continue to comply with the terms of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the PHIP, the

Preliminary Offering Circular and the Final Offering Circular so long as the agreement or the arrangement relating thereto is in effect, and shall inform the Overall Coordinators in due course should there be any material breach of any such terms before or after the listing of the H Shares on the Stock Exchange; (E) the Connected Transactions as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular has been duly authorised, executed and delivered, constitutes a legal, valid and binding agreement or undertaking of the parties thereto, enforceable in accordance with its terms, and is in full force and effect; and (F) each of the Connected Transactions disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular was and will be carried out by the Group in compliance with all applicable Laws in all material respects.

- 19.8 Except as disclosed in the Hong Kong Prospectus, (A) there are no outstanding loans, advances (except normal advances for business expenses in the ordinary course of business) or guarantees of indebtedness by the Company or any other member of the Group to or for the benefit of any of the officers, directors, director nominees or supervisors of the Company and any other member of the Group or any of their respective family members; and (B) neither the Company nor any other member of the Group has extended or maintained credit, arranged for the extension of credit, or renewed an extension of credit, in the form of a personal loan to or for any officer, director, director nominee or supervisor of the Company or any other member of the Group.
- 19.9 Neither the Company nor any other members of the Group is engaged in any trading activities involving commodity contracts or other trading contracts which are not currently traded on a securities or commodities exchange and for which the market value cannot be determined.
- 19.10 Except as disclosed in the Hong Kong Prospectus, (A) none of the Group's suppliers, subcontractors and customers has owned any interest in any members of the Group or is a connected person of the Group; and (B) none of the members of the Group, the Controlling Shareholders, directors and their respective associates and employees has owned any interest in the Group's five largest suppliers, subcontractors and customers.
- 19.11 (A) Neither the Controlling Shareholders nor any of the Director, either alone or in conjunction with or on behalf of any other person, is interested in any business that competes or is likely to compete, directly or indirectly, with the business of any member the Group, which would require disclosure under Rule 8.10 of the Listing Rules; (B) none of the Directors (or their respective associates) is interested, directly or indirectly, in any assets which have since the date two years immediately preceding the Hong Kong Prospectus Date been acquired or disposed of by or leased to the Company or any other member of the Group; and (C) none of the Directors, and their respective associates (as the term is defined in the Listing Rules), is or will be interested in any agreement or arrangement with any member of the Group which is subsisting on the Listing Date which is material in relation to the business of the Group.

20. Taxation

- 20.1 (A) The Group has duly and in a timely manner complied in all material respects with all applicable requirements for all returns, reports or filings required by applicable Laws or the Authorities to be filed by or in respect of the Company or any other member of the Group for Taxation purposes, and all such returns, reports or filings are up to date and are true and accurate in all material respects and not misleading and are not the subject of any dispute with any taxing or other Authority and there are no circumstances giving rise to any such dispute; (B) all Taxes due or claimed to be due

from the Company and the other members of the Group have been duly and timely paid; (C) there is no deficiency for Taxation of any amount that has been asserted against the Company or any other member of the Group; (D) the provisions included in the audited consolidated financial statements as set forth in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular included appropriate provisions required under IFRS for all Taxation in respect of accounting periods ended on or before the accounting reference date to which such audited accounts relate and for which the Company or any member of the Group was then or could reasonably be expected thereafter to become or has become liable; and (E) the statements set forth in the section of each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular headed “Financial Information” in relation to Taxation are true and accurate and not misleading.

20.2 Each of the waivers and other relief, concession and preferential treatment relating to taxes granted to the Company or any other member of the Group by any Authority is valid and in full force and effect and does not conflict with, or result in a breach or violation of any applicable Laws.

20.3 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no stamp or other issuance or transfer Taxes and no capital gains, income, withholding or other Taxes are payable by or on behalf of the Company or any of the other members of the Group in Hong Kong or the PRC or to any taxing or other Authority thereof or therein in connection with (A) the execution, performance and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents, (B) the creation, allotment and issuance of the Offer Shares, (C) the offer, sale and delivery of the Hong Kong Offer Shares to or for the respective accounts of successful applicants and, if applicable, the Hong Kong Underwriters contemplated in the Hong Kong Prospectus, the PHIP, (D) the offer, sale and delivery of the International Offer Shares to or for the respective accounts of the International Underwriters or purchasers procured by the International Underwriters in the manner contemplated in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, or (E) the deposit of the Offer Shares with the Hong Kong Securities Clearing Company Limited.

21. Dividends

21.1 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, all dividends and other distributions declared and payable on the H Shares to the shareholders of the Company may, under the Laws of the PRC, be payable in Hong Kong Dollar and freely paid and transferred out of the PRC without the necessity of obtaining or making any Approvals and Filings of or with any PRC Authority, and are not subject to, and may be paid free and clear of and without deduction for or on account of, any withholding or other Taxes imposed, assessed or levied by or under the applicable Laws of Hong Kong or the PRC or by Hong Kong (as the case may be) or any taxing or other Authority thereof or therein.

21.2 None of the members of the Group (other than the Company) is currently prohibited, directly or indirectly, from paying any dividends to the Company, from making any other distribution on the capital stock or other equity interests of or in such member of the Group, from repaying to the Company any loans or advances to such member of the Group from the Company or from transferring any of the properties or assets of such member of the Group to the Company or any other members of the Group.

22. Litigation and other proceedings

22.1 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering

Circular and the Final Offering Circular, there are (A) no actions, suits, proceedings, investigations or inquiries under any applicable Laws or by or before any relevant Authority or otherwise pending or, to the best knowledge of the Warrantors, threatened or contemplated to which the Controlling Shareholders, the Company or any other members of the Group or any of their respective directors, officers, or employees is or may be a party or to which any of their respective properties or assets is or may be subject, at law or in equity, whether or not arising from transactions in the ordinary course of business and there are no circumstances likely to give rise to any such, actions, suits, proceedings, investigations or inquiries, (B) no Law that has been enacted, adopted or issued or, to the Warrantors' knowledge, that has been proposed by any Government Authority, and (C) no judgment, decree or order of any relevant Government Authority, which, in each case described in clauses (A) to (C) above, would materially and adversely affect the power or ability of the Warrantors to perform their respective obligations under this Agreement, the International Underwriting Agreement and the Operative Documents, to offer, sell and deliver the Offer Shares or to consummate the transactions contemplated by this Agreement, the International Underwriting Agreement and the Operative Documents or otherwise materially and adversely affect the Global Offering, or are required to be disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular but are not so adequately disclosed.

- 22.2 None of the Company, the Controlling Shareholders or the other members of the Group, nor any person acting on behalf of any of them, has taken any action, nor have any steps been taken by any person, nor have any actions, suits or proceedings under any Laws been started or, to the best knowledge of the Company, threatened, to (A) wind up, liquidate, dissolve, make dormant or eliminate any member of the Group; (B) to withdraw, revoke or cancel any Approvals and Filings under any Laws applicable to, or from or with any Authority having jurisdiction over any member of the Group or any of its properties or assets, or otherwise from or with any other persons, required in order to conduct the business of any member of the Group; or (C) to forestall the completion of the Global Offering.
- 22.3 No member of the Group which is a party to a joint venture or shareholders' agreement is in material dispute with the other parties to such joint venture or shareholders' agreement and there are no circumstances which may give rise to any material dispute or materially affect the relevant member's relationship with such other parties.
- 22.4 The Company and the other members of the Group (A) have not received any complaints from customers in connection with the services provided by any member of the Group; and (B) have not failed to pass any audit from any Authority that, in cases (A) and (B), may result in a Material Adverse Change.

23. Market conduct

- 23.1 Save for the appointment of the Stabilising Manager, none of the Company, the other members of the Group and their respective supervisors, directors, officers, employees, agents, affiliates or controlling persons (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), nor any person acting on behalf of any of them, has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C)

which constitutes non-compliance with the rules, regulations and requirements of the CSRC, the SEHK, the SFC or any other Authority including those in relation to book-building and placing activities.

- 23.2 Save for the appointment of the Stabilising Manager and the granting of the Over-Allotment Option, none of the Company, the other members of the Group and their respective supervisors, directors, officers, employees, agents, affiliates or persons acting on behalf of any of them (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, or (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the Underwriters or any person acting for them as Stabilising Manager of the ability to rely on any stabilisation safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.

24. Immunity

- 24.1 Under the Laws of Hong Kong, the PRC and any other applicable jurisdiction, none of the Company nor the other members of the Group, nor any of the properties, assets or revenues present or future of the Company or the other members of the Group is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to claim for itself any immunity (sovereign or crown status or otherwise) from (without limitation) any action, suit or proceeding (including, without limitation, arbitration proceedings), from banker's lien, set-off or counterclaim, from the jurisdiction of any court or tribunal, from service of process, from attachment prior to judgment or award or attachment in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards or any other legal process or remedy with respect to its obligations under this Agreement; the irrevocable waiver and agreement of the Company and the Controlling Shareholders in Clause 16.7 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of the Company under the Laws of Hong Kong, the PRC and any other jurisdiction relevant to any member of the Group or the Global Offering.

25. Choice of law and dispute resolution

- 25.1 The governing law provisions set forth in this Agreement will be recognised and given effect to by the HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; the agreement by the Company to resolve any dispute by arbitration pursuant to Clause 16 of this Agreement, the waiver by the Company of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead any claim of *forum non conveniens*, the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC and will be respected by HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; service of

documents effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of the Company under this Agreement will be recognised and enforced by the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures and any other applicable jurisdictions subject to the uncertainty as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

26. No other arrangements relating to sale of Offer Shares

- 26.1 There are no contracts, agreements or understandings between any member of the Group or any Warrantor and any person or entity (other than the Hong Kong Underwriters pursuant to this Agreement and the International Underwriters pursuant to the International Underwriting Agreement) that would give rise to any claim against the Company, any other member of the Group or any Underwriter for brokerage commissions, finder's fees, broker's or agent's commission or other payments in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 26.2 None of the Company, the other members of the Group, the Controlling Shareholders and any of their respective directors, supervisors, officers, employees, and, to the knowledge of the Company, the other members of the Group and the Controlling Shareholders, any of their respective affiliates or agents, has entered into any agreements or undertakings relating to the offer, sale, distribution or delivery of any Shares other than this Agreement and the International Underwriting Agreement.
- 26.3 Neither the Company, any of the members of the Group, nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor and its close associates in connection with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; no member of the Group nor any director, officer, supervisor, agent, employee or affiliate of any member of the Group is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

27. Provision of information

- 27.1 None of the Company or the Controlling Shareholders, any other member of the Group or their respective officers, directors or, their respective employees, affiliates, advisers or agents has provided to any investment research analyst, whether directly or indirectly, formally or informally, in writing or verbally, any material information, including forward-looking information (whether qualitative or quantitative) concerning the Company or any other member of the Group that is or was not (A) reasonably expected to be included in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; or (B) publicly available.

28. Directors and Officers

- 28.1 Any certificate signed by any Director or any officer of the Company and delivered to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital

Market Intermediaries, or any Underwriter or any counsel for the Underwriters in connection with the Global Offering pursuant to this Agreement or the International Underwriting Agreement shall be deemed to be a representation and warranty by the Company, as to matters covered thereby, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, and/or each Underwriter.

- 28.2 Except as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, none of the Directors has a service contract with any member of the Group which is required to be disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 28.3 All the interests or short positions of each of the Directors in the H Shares, underlying shares and debentures of the Company or any associated corporation (within the meaning of Part XV of the Securities and Futures Ordinance) which will be required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of such Ordinance, or which will be required pursuant to section 352 of such Ordinance to be entered in the register referred to therein, or which will be required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Companies in Use Listing Rules, in each case once the H Shares are listed, and to the extent applicable, in any assets which, in the two years preceding the Hong Kong Prospectus Date, have been acquired or disposed of by, or leased to, any member of the Group or are proposed to be acquired, disposed of by, or leased to, any member of the Group, are fully, completely and accurately disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 28.4 None of the Directors has revoked or withdrawn the authority and confirmations in the responsibility letter, statement of interests and/or power of attorney issued by him or her to the Company and the Sole Sponsor, and such authority and confirmations remain in full force and effect; and

29. Professional investor

- 29.1 The Company has read and understood the Professional Investor Treatment Notice applicable to it/him set forth in Schedule 6 of this Agreement hereto and acknowledges and agrees to the representations, waivers and consents contained in such applicable notice, in which the expressions “you” or “your” shall mean the Company, and “we” or “us” or “our” shall mean the Overall Coordinators (for themselves and on behalf of the Underwriters).

Part B: Additional Representations and Warranties of the Controlling Shareholders

Each of the Controlling Shareholders represents, warrants and undertakes to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, the Hong Kong Underwriters and each of them as follows:

1. Valid existence

- 1.1 Each of the Controlling Shareholders who is not a natural person, has been duly incorporated, registered or organised and is validly existing as a legal person in good standing under the Laws of the jurisdiction of its incorporation, registration or organization, with full right, power and authority (corporate and other) to execute and deliver this Agreement and the International Underwriting Agreement.
- 1.2 Each of the Controlling Shareholders who is a natural person (A) is of full age and sound mind, (B) fully understands the contents of this Agreement, the International Underwriting Agreement and any Operative Documents (to the extent he or she is a party thereto) and any other document required to be executed pursuant to the provisions of this Agreement, the International Underwriting Agreement and the Operative Documents, and (C) has obtained independent legal advice with respect to this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and the transactions contemplated thereby, and acted independently and free from any undue influence by any person, prior to the execution and delivery of such documents.
- 1.3 As at the date of this Agreement, the Controlling Shareholders are the legal and/or beneficial owners of the issued share capital of the Company as shown in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.
- 1.4 None of the Controlling Shareholders has declared or become insolvent or bankrupt or has reason to believe that any Controlling Shareholder may become insolvent or bankrupt.
- 1.5 The articles of association and other constitutional documents and the business license of each Controlling Shareholder (as applicable) comply with the requirements of the Laws of the jurisdiction of its incorporation, registration or organisation, and are in full force and effect.

2. Execution of agreements

- 2.1 Each of the Controlling Shareholders has the requisite power and authority and/or legal capacity, as the case may be, to enter into and perform his/its obligations under this Agreement and each of the Operative Documents to which he/she/it is a party.
- 2.2 This Agreement, the International Underwriting Agreement and the Operative Documents (as applicable) and any other documents required to be executed by the Controlling Shareholders pursuant to the provisions of this Agreement, the International Underwriting Agreement or the Operative Documents (as applicable), have been duly authorised (in respect of the Controlling Shareholders), executed and delivered by each relevant Controlling Shareholder and when validly authorised, executed and delivered by the other parties hereto and thereto, constitutes a legal, valid and binding agreement of the Controlling Shareholder, enforceable in accordance with its terms.

- 2.3 The execution and delivery of this Agreement, the International Underwriting Agreement and the Operative Documents (as applicable), the issuance and sale of the Offer Shares, the consummation of the transactions herein or therein contemplated, and the fulfilment of the terms hereof or thereof, do not and will not conflict with, or result in a breach or violation of, or constitute a default under (or constitute any event which, with notice or lapse of time or fulfilment of any condition or compliance with any formality or all of the foregoing, would result in a breach or violation of, constitute a default under or give the holder of any indebtedness (or a person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or part of such indebtedness under), or result in the creation or imposition of an Encumbrance on any property or assets of either of them pursuant to (A) the article of association or other constituent or constitutive documents or the business license (as applicable) of the Controlling Shareholders (unless such Controlling Shareholder is a natural person); (B) any indenture, mortgage, deed of trust, loan or credit agreement or other evidence of indebtedness, or any license, lease, contract or other agreement or instrument to which the Controlling Shareholders is a party or by which either of them is bound or any of his/its properties or assets may be bound or affected; or (C) any Laws applicable to the Controlling Shareholders or any of the properties or assets of the Controlling Shareholder.

3. Market conduct

- 3.1 Neither the Controlling Shareholders nor, their respective affiliates, nor any person acting on the Controlling Shareholders' behalf (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, to the knowledge of the Controlling Shareholders, any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), has, at any time prior to the date of this Agreement, done or engaged in, or will, until the Overall Coordinators have notified the Company of the completion of the distribution of all of the International Offer Shares, do or engage in, directly or indirectly, any act or course of conduct (A) which creates a false or misleading impression as to the market in or the value of the H Shares and any associated securities, (B) the purpose of which is to create actual, or apparent, active trading in or to raise the price of the H Shares, or (C) which constitutes non-compliance with the rules, regulations and requirements of the SEHK, the SFC or any other Authority including those in relation to book-building and placing activities.
- 3.2 Neither the Controlling Shareholders nor their respective affiliates, nor any person acting on their behalf (other than the Overall Coordinators, the Joint Global Coordinators and the Underwriters, or any of their respective affiliates or any person acting on their behalf, as to whom no such representation, warranty or agreement is given), (A) has taken or facilitated, directly or indirectly, any action which is designed to or which has constituted or which might reasonably be expected to cause or result in stabilisation or manipulation of the price of any security of the Company to facilitate the sale or resale of any security of the Company or otherwise, (B) has taken, directly or indirectly, any action which would constitute a violation of the market misconduct provisions of Parts XIII and XIV of the Securities and Futures Ordinance, (C) has taken or has omitted to take, directly or indirectly, any action which may result in the loss by any of the International Underwriters or any person acting for them as the stabilising manager of the ability to rely on any stabilisation safe harbor provided by the Securities and Futures (Price Stabilizing) Rules under the Securities and Futures Ordinance or otherwise.
- 3.3 None of the Controlling Shareholders nor any of their respective directors has, directly or indirectly, provided or offered (nor will, directly or indirectly, provide or offer) any rebates or preferential treatment to an investor and its close associates in connection

with the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular; none of the Controlling Shareholders nor any director, officer, supervisor, agent, employee or affiliate of any Controlling Shareholder is aware of any arrangement which would result in an investor paying directly or indirectly, for the Offer Shares allocated, less than the total consideration as disclosed in the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

4. Choice of law and dispute resolution

- 4.1 The governing law provisions set forth in this Agreement will be recognised and given effect to by HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; the agreement by the Controlling Shareholders to resolve any dispute by arbitration pursuant to Clause 16 of this Agreement, the waiver by the Controlling Shareholders of any objection to the venue of an action, suit or proceeding, the waiver and agreement not to plead any claim of *forum non conveniens*, the waiver of immunity on the grounds of sovereignty or otherwise and the agreement that this Agreement shall be governed by and construed in accordance with the Laws of Hong Kong are legal, valid and binding under the Laws of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures and will be respected by HKIAC and the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures; service of documents effected in the manner set forth in this Agreement will be effective, insofar as the Laws of Hong Kong and the PRC are concerned, to confer valid personal jurisdiction over the Company; and any award obtained in the HKIAC arising out of or in relation to the obligations of each of the Controlling Shareholders under this Agreement will be recognised and enforced by the courts of Hong Kong and the PRC to the extent permitted under the PRC civil law and rules of civil procedures and any other applicable jurisdictions subject to the uncertainty as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

5. Immunity

- 5.1 Under the Laws of Hong Kong and the PRC, none of the Controlling Shareholders nor any of their respective properties or assets is entitled, in any jurisdiction in which any legal action or proceeding may at any time be commenced with respect to this Agreement, to claim for itself any immunity (sovereign or crown status or otherwise) from (without limitation) any action, suit or proceeding (including, without limitation, arbitration proceedings), from banker's lien, set-off or counterclaim, from the jurisdiction of any court or tribunal, from service of process, from attachment prior to judgment or award or attachment in aid of execution of judgment or arbitral awards, or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgment or arbitral awards or any other legal process or remedy with respect to its obligations under this Agreement; the irrevocable waiver and agreement of each Controlling Shareholder in Clause 16 of this Agreement not to plead or claim any such immunity in any action, suit or proceeding arising out of or based on this Agreement or the transactions contemplated hereby is a legal, valid and binding obligation of each Controlling Shareholder under the Laws of Hong Kong, the PRC and any other jurisdiction relevant to any or all of them or the Global Offering.

6. No other arrangements relating to sale of Offer Shares

- 6.1 (A) Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, (i) none of the

Controlling Shareholders is entitled to any preemptive or similar rights to acquire the H Shares, and (ii) there are no securities held by the Controlling Shareholders convertible into or exchangeable for any equity securities of the Company; and (B) there is no option, warrant, or other agreement or commitment obligating, or which may obligate, the Controlling Shareholders to sell the H Shares or any other securities of the Company.

- 6.2 Except as disclosed in each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between any member of the Group, on the one hand, and any of the Controlling Shareholders or any company (excluding the members of the Group) or undertaking which is owned or controlled by any of the Controlling Shareholders (whether by way of shareholding or otherwise), on the other hand.
- 6.3 Except pursuant to this Agreement and the International Underwriting Agreement, none of the Controlling Shareholders and their respective affiliates has incurred any liability for any finder's or broker's fee or agent's commission or other payments in connection with the execution and delivery of this Agreement or the offer and sale of the Offer Shares or the consummation of the transactions contemplated hereby or by each of the Hong Kong Prospectus, the PHIP, the Preliminary Offering Circular and the Final Offering Circular.

7. Certificates

- 7.1 Any certificate signed by each Controlling Shareholder or any director or officer of the Controlling Shareholders and delivered to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, or any Underwriter or any counsel for the Underwriters in connection with the Global Offering pursuant to this Agreement or the International Underwriting Agreement shall be deemed to be a representation and warranty by the Controlling Shareholders, as to matters covered thereby, to the Sole Sponsor, the Sole Sponsor-Overall Coordinator, the Overall Coordinators, the Joint Global Coordinators, the Joint Lead Managers, the Joint Bookrunners, the Capital Market Intermediaries, and/or each Underwriter.

SCHEDULE 4
CONDITIONS PRECEDENT DOCUMENTS

Part A

1. two certified true copies of the resolutions of the board of Directors of the Company:
 - 1.1 approving and authorising this Agreement, the International Underwriting Agreement, and each of the Operative Documents and such documents as may be required to be executed by the Company pursuant to each such Operative Document or which are necessary or incidental to the Global Offering and the execution on behalf of the Company of, and the performance by the Company of its obligations under, each such document;
 - 1.2 approving the Global Offering and any issue of the H Shares pursuant thereto;
 - 1.3 approving and authorising the issue of the Hong Kong Prospectus and the issue of the Preliminary Offering Circular and the Final Offering Circular;
 - 1.4 approving and authorising the issue and the registration of the Hong Kong Prospectus with the Registrar of Companies in Hong Kong; and
 - 1.5 approving the Verification Notes.
2. two certified true copies of the resolutions of the shareholders of the Company referred to in the paragraph headed “Appendix VII - Statutory and General Information – A. Further Information about Our Group - 3. Shareholders’ resolutions of our Company” in the Hong Kong Prospectus.
3. an electronic copy of the Hong Kong Prospectus digitally signed by two Directors or their respective duly authorised attorneys to be stored in an USB drive or a CD-ROM and, if signed by their respective duly authorised attorneys, two certified true copies of the relevant powers of attorneys.
4. two signed originals or certified true copies of each of the responsibility letters, powers of attorney and statements of interests signed by each of the Directors (except as already provided in item 3 above).
5. two signed originals or certified true copies of the material contract referred to in the paragraph headed “Appendix VII – Statutory and General Information – B. Further Information about our Business – 1. Summary of Material Contracts” in the Hong Kong Prospectus duly signed by the parties thereto.
6. two copies of the certificate of authorisation of registration of the Hong Kong Prospectus from the SEHK.
7. two copies of the letter from the Registrar of Companies in Hong Kong confirming the registration of the Hong Kong Prospectus under section 342C of the Companies (WUMP) Ordinance.
8. [deleted]
9. two advanced drafts of the accountants’ report to be dated the Hong Kong Prospectus Date from the Reporting Accountants, the text of which is contained in Appendix I to the Hong Kong Prospectus.

10. two advanced drafts of the letter from the Reporting Accountants to be dated the Hong Kong Prospectus Date and addressed to the Company, relating to the indebtedness statement contained in the Hong Kong Prospectus.
11. two advanced drafts of the letter from the Reporting Accountants to be dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, on the statement contained in the Hong Kong Prospectus as to the sufficiency of the Group's working capital contained in the Hong Kong Prospectus.
12. two advanced drafts of the letter from the Reporting Accountants to be dated the Hong Kong Prospectus Date and addressed to the Company, relating to the unaudited pro forma financial information relating to the adjusted net tangible assets of the Group as of 31 December 2024, the text of which is contained in Appendix II to the Hong Kong Prospectus.
13. two advanced drafts of the comfort letter from the Reporting Accountants to be dated the Hong Kong Prospectus Date and addressed to the Sole Sponsor-Overall Coordinator and each of the Hong Kong Underwriters and the Capital Market Intermediaries, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
14. [deleted]
15. two signed originals of the letter from the Valuer, dated the Hong Kong Prospectus Date and addressed to the Company, relating to the valuation of the property interests held by the Company as at 31 March 2025, the text of which is contained in Appendix III to the Hong Kong Prospectus.
16. two signed originals or certified true copies of each of the letters dated the Hong Kong Prospectus Date from the experts referred to in the paragraph headed "Appendix VII – Statutory and General Information – E. Other Information – 7. Consents of experts" in the Hong Kong Prospectus (excluding the Sole Sponsor) consenting to the issue of the Hong Kong Prospectus with the inclusion of references to the respective parties' names and where relevant, their reports and letters in the form and context in which they are included.
17. two signed originals or certified true copies of the profit forecast and working capital forecast memorandum adopted by the Board.
18. The following legal opinions from the legal advisers to the Company:
 - (a) [deleted]
 - (b) two signed originals of the legal opinions from Zhong Lun Law Firm, legal advisers to the Company as to PRC Laws, dated the Hong Kong Prospectus Date and addressed to the Company, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, in respect of (i) the properties leased by the Group in the PRC; and (ii) the establishment, business and legal status of the Group under PRC Laws.
 - (c) two signed originals of the legal opinions from Zhong Lun Law Firm, legal advisers to the Company as to PRC Laws, submitted to the CSRC for CSRC filing, including the subsequent updated legal opinion submitted to the CSRC.

- (d) two copies of the duly signed legal opinion from Law Offices of Bin Li & Associates, legal advisers to the Company as to United States Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and dated the Hong Kong Prospectus Date, in respect of certain aspects of the Group under United States Laws in form and substance satisfactory to the Sole Sponsor-Overall Coordinator.
 - (e) two copies of the duly signed legal opinion from SEA Law Firm, legal advisers to the Company as to Indonesian Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and dated the Hong Kong Prospectus Date, in respect of certain aspects of the Group under Indonesian Laws in form and substance satisfactory to the Sole Sponsor-Overall Coordinator.
 - (f) two copies of the duly signed legal opinion from DTL Law Office, legal advisers to the Company as to Thailand Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and dated the Hong Kong Prospectus Date, in respect of certain aspects of the Group under Thailand Laws in form and substance satisfactory to the Sole Sponsor-Overall Coordinator.
 - (g) two copies of the duly signed legal opinion from Stephen Peepels, legal advisers to the Company as to international sanctions Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and dated the Hong Kong Prospectus Date, in respect of certain aspects of the Group under international sanctions Laws in form and substance satisfactory to the Sole Sponsor-Overall Coordinator.
 - (h) two copies of the duly signed legal opinion from Yan Kwok Wing, barrister-at-law in Hong Kong, legal advisers to the Company as to Hong Kong Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries) and dated the Hong Kong Prospectus Date, in respect of certain aspects of the third-party payment arrangements of the Group in form and substance satisfactory to the Sole Sponsor-Overall Coordinator.
19. two signed originals of the legal opinion from Sundial Law Firm, legal advisers to the Underwriters as to PRC Laws, dated the Hong Kong Prospectus Date, addressed to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Hong Kong Underwriters and the Capital Market Intermediaries), and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator.
 20. two signed originals of the Verification Notes duly signed by or on behalf of each person to whom responsibility is therein assigned (other than the Sole Sponsor, the Overall Coordinators, the legal advisers to the Underwriters, the Internal Control Consultant and the Reporting Accountants).
 21. two signed originals or certified true copies of the Receiving Bank Agreement duly signed by the parties thereto.
 22. two certified true copies of the H Share Registrar Agreement duly signed by the parties thereto.

23. two copies of the agreement entered into between the Company and HKSCC in relation to the use of FINI.
24. two signed originals or certified true copies of the industry report prepared by the Industry Consultant referred to in the section headed “Industry Overview” in the Hong Kong Prospectus.
25. two copies of the internal control report prepared by the Internal Control Consultant.
26. two signed originals or certified true copies of the transfer pricing report prepared by the Transfer Pricing Consultant.
27. two signed originals or certified true copies of the service contracts or letters of appointment of each of the Directors and Supervisors.
28. two signed originals or certified true copies of the undertaking from the Controlling Shareholders to the SEHK pursuant to Rule 10.07 of the Listing Rules.
29. two signed originals or certified true copies of the undertaking from the Company to the SEHK pursuant to Rule 10.08 of the Listing Rules.
30. two printed copies of the certificate issued by Tam Lok Yi Leah of iPro Financial Press Limited to the Registrar of Companies in Hong Kong relating to the translation of the Hong Kong Prospectus.
31. [deleted]
32. two certified true copies of the filing notification issued by the CSRC in connection with the application for listing of the H Shares on the Stock Exchange.
33. two certified true copies of each of the following:
 - (i) the current business license of the Company;
 - (ii) a certificate of registration of the Company under Part 16 of the Companies Ordinance; and
 - (iii) the current business registration certificate of the Company; and
 - (iv) the Articles of Association of the Company.

Part B

1. two advanced drafts of the Regulation S comfort letters and bringdown comfort letters from the Reporting Accountants, dated, respectively, the date of the International Underwriting Agreement and the Listing Date and addressed to the Sole Sponsor-Overall Coordinator, the International Underwriters and the Capital Market Intermediaries, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, which letters shall cover, without limitation, the various financial disclosures contained in the Disclosure Package and the Final Offering Circular.
2. two advanced drafts of the Hong Kong bringdown comfort letters from the Reporting Accountants, dated the Listing Date and addressed to the Sole Sponsor-Overall Coordinator, the Hong Kong Underwriters and the Capital Market Intermediaries, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, which letter shall cover, without limitation, the various financial disclosures contained in the Hong Kong Prospectus.
3. two signed originals of the closing legal opinion of DeHeng Law Offices (Hong Kong) LLP, legal advisers to the Company as to the Hong Kong Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, in connection with, among others, the Company and the subsidiary incorporated/registered in Hong Kong, the Prospectus, the Global Offering and the underwriting agreements under the Hong Kong Laws..
4. two signed originals of the closing legal opinion of Zhong Lun Law Firm, legal advisers to the Company as to the PRC Laws, addressed to the Company and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (including a bringdown opinion of the opinions under item 18(b) of Part A).
5. two signed originals of the closing legal opinion of Law Offices of Bin Li & Associates, legal advisers to the Company as to the United States Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (including a bringdown opinion of the opinion under item 18(d) of Part A).
6. two signed originals of the closing legal opinion of SEA Law Firm, legal advisers to the Company as to the Indonesian Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (including a bringdown opinion of the opinion under item 18(e) of Part A).
7. two signed originals of the closing legal opinion of DTL Law Office, legal advisers to the Company as to the Thailand Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (including a bringdown opinion of the opinion under item 18(f) of Part A).
8. two signed originals of the closing legal opinion of Stephen Peepels, legal advisers to the Company as to the international sanctions Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (including a bringdown opinion

of the opinion under item 18(g) of Part A).

9. two signed originals of the closing legal opinion of Yan Kwok Wing, barrister-at-law in Hong Kong, legal advisers to the Company as to Hong Kong Laws, addressed to the Company and the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (including a bringdown opinion of the opinion under item 18(h) of Part A).
10. two signed originals of the closing legal opinion of Sundial Law Firm, legal advisers to the Underwriters as to the PRC Laws, addressed to the Sole Sponsor-Overall Coordinator (for itself and on behalf of the Underwriters and the Capital Market Intermediaries) and dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator (each including a bringdown opinion of the opinions under item 19 of Part A).
11. two signed originals of the certificate of the chairman of the board of Directors, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, which letter shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Company contained in this Agreement.
12. two signed originals of the certificate of the Controlling Shareholders, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, which certificate shall cover, *inter alia*, the truth and accuracy as of the Listing Date of the representations and warranties of the Controlling Shareholders contained in this Agreement.
13. two signed originals of the certificate of the chief financial officer of the Company, dated the Listing Date, and in form and substance satisfactory to the Sole Sponsor-Overall Coordinator, which certificate shall cover financial, operational and business data contained in each of the Hong Kong Prospectus, the Preliminary Offering Circular and the Final Offering Circular that are not comforted by the Reporting Accountants.
14. two certified true copies of the resolutions of the board of Directors or the decision of the authorised person(s) relating to the Global Offering approving, *inter alia*, the determination of the Offer Price and the basis of allocation and the allotment and issue of Offer Shares to the allottees.
15. two copies of the letter from the SEHK approving the listing of the H Shares.
16. two signed originals or certified true copies of the Price Determination Agreement, each duly signed by the parties thereto.

SCHEDULE 5
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 procures to be made on its behalf) one or more valid Hong Kong Underwriter's Applications pursuant to the provisions of Clause 4.7. These arrangements mean that in no circumstances will any Hong Kong Underwriter have any further liability as a Hong Kong Underwriter to apply to purchase or procure applications to purchase Hong Kong Offer Shares if one or more Hong Kong Underwriter's Applications, duly made by it or procured by it to be made is/are validly made and accepted for an aggregate number of Hong Kong Offer Shares being not less than the number of Hong Kong Offer Shares comprised in its Hong Kong Public Offering Underwriting Commitment.
2. In order to qualify as Hong Kong Underwriter's Applications, such applications must be made online through the HK eIPO White Form Service at www.hkeipo.hk or by giving electronic application instructions to HKSCC complying in all respects with the terms set out in the section headed "How to Apply for Hong Kong Offer Shares" in the Hong Kong Prospectus by not later than 12:00 noon on the Acceptance Date in accordance with Clause 4.4. Copies of records of such applications will have to be faxed to the Overall Coordinators (for themselves and on behalf of the Hong Kong Underwriters) immediately after completion of such applications. Each such application must bear the name of the Hong Kong Underwriter by whom or on whose behalf the application is made and its official chop and there must be clearly marked on the applications "Hong Kong Underwriter's Application", to the extent practicable.
3. No preferential consideration under the Hong Kong Public Offering will be given in respect of Hong Kong Underwriter's Applications or Hong Kong Sub-underwriter's Applications.

SCHEDULE 6
PROFESSIONAL INVESTOR TREATMENT NOTICE

PART A – IF YOU ARE AN INSTITUTIONAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in paragraphs (a) to (i) of the definition of “professional investor” in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance and any subsidiary legislation thereunder (“**Institutional Professional Investor**”).
2. Since you are an Institutional Professional Investor, the Overall Coordinators are automatically exempt from certain requirements under the Code of Conduct for Persons Licensed by or Registered with the SFC (the “**Code of Conduct**”), and the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 2.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterise you based on your knowledge of derivatives;
 - 2.2 Client agreement
 - (i) enter into a written agreement complying with the Code of Conduct in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 2.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iv) provide you with documentation on the NASDAQ – Amex Pilot Program (the “**Program**”), if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;
 - 2.4 Discretionary accounts
 - (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority;

- (ii) explain the authority described under paragraph 2.4(i) of Part A of this Schedule and confirm it on an annual basis.
- 3. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART B – IF YOU ARE A CORPORATE INVESTOR:

- 1. You are a Professional Investor by reason of your being within a category of person described in sections 3(a), (c) and (d) of the Securities and Futures (Professional Investor) Rules (Chapter 571D of the Laws of Hong Kong) (“**Professional Investor Rules**”) (“**Corporate Professional Investor**”).

The following persons are Corporate Professional Investors under Sections 3(a), (c) and (d) of the Professional Investor Rules:

- 1.1 a trust corporation having been entrusted under one or more trusts of which it acts as a trustee with total assets of not less than HK\$40 million at the Relevant Date (as defined below);
- 1.2 any corporation having, at the Relevant Date (as defined below):
 - (i) a portfolio of not less than \$8 million; or
 - (ii) total assets of not less than \$40 million;
- 1.3 a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by any one or more of the following persons:
 - (i) a trust corporation specified in paragraph 1.1 above;
 - (ii) an individual specified in section 5(1) of the Professional Investor Rules;
 - (iii) a corporation specified in this paragraph or paragraph 1.2 above;
 - (iv) a partnership specified in section 7 of the Professional Investor Rules;
 - (v) a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of *professional investor* in section 1 of Part 1 of Schedule 1 to the Securities and Futures Ordinance;
- 1.4 a corporation which, at the relevant date, wholly owns a corporation referred to in paragraph 1.2 above; or
- 1.5 a partnership having, Relevant Date (as defined below):
 - (i) a portfolio of not less than \$8 million; or
 - (ii) total assets of not less than \$40 million.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“the **Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
 - (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:
 - (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
- 2. The Overall Coordinators have made an assessment on you as a Corporate Professional Investor in relation to all investment products and markets in accordance with Paragraph 15.3A of the Code of Conduct.
- 3. You consent to being treated as a Corporate Professional Investor, understand the risks and consequences of consenting to being treated as a Corporate Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
 - 3.1 Information about clients
 - (i) establish your financial situation, investment experience and investment objectives, except where the Overall Coordinators are providing advice on corporate finance work;
 - (ii) ensure that a recommendation or solicitation is suitable for you in the light of your investment objectives, investment strategy and financial position;
 - (iii) assess your knowledge of derivatives and characterise you based on your knowledge of derivatives;
 - 3.2 Client agreement
 - (i) enter into a written agreement complying with the Code of Conduct in relation to the services that are to be provided to you and provide you with the relevant risk disclosure statements;
 - 3.3 Information for client
 - (i) disclose related information to you in respect of the transactions contemplated under this Agreement;
 - (ii) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (iii) promptly confirm the essential features of a transaction after effecting a transaction for you;

- (iv) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program;

3.4 Discretionary accounts

- (i) obtain from you an authority in written form prior to effecting transactions for you without your specific authority;
 - (ii) explain the authority described under paragraph 3.4(i) of Part B of this Schedule and confirm it on an annual basis.
4. You have the right to withdraw from being treated as a Corporate Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
 5. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.

PART C – IF YOU ARE AN INDIVIDUAL INVESTOR:

1. You are a Professional Investor by reason of your being within a category of person described in section 3(b) of the Professional Investor Rules (“**Individual Professional Investor**”).

The following persons are Individual Professional Investors under Section 3(b) of the Professional Investor Rules:

- 1.1 an individual having a portfolio of not less than \$8 million at the Relevant Date (as defined below), when any one or more of the following are taken into account:
 - (i) a portfolio on the individual’s own account;
 - (ii) a portfolio on a joint account with the individual’s associate;
 - (iii) the individual’s share of a portfolio on a joint account with one or more persons other than the individual’s associate;
 - (iv) a portfolio of a corporation which, at the relevant date, has as its principal business the holding of investments and is wholly owned by the individual.

In this paragraph, the total assets entrusted to a trust corporation, the portfolio of an individual, or the portfolio or total assets of a corporation or partnership, are to be ascertained by referring to any one or more of the following (“the **Relevant Date**”):

- (i) for a trust corporation, corporation or partnership, the most recent audited financial statement prepared within 16 months before the relevant date in respect of the trust corporation (or a trust of which it acts as a trustee), corporation or partnership;
- (ii) for a trust corporation, individual, corporation or partnership, any one or more of the following documents issued or submitted within 12 months before the relevant date:

- (A) a statement of account or a certificate issued by a custodian;
 - (B) a certificate issued by an auditor or a certified public accountant;
 - (C) a public filing submitted by or on behalf of the trust corporation (whether on its own behalf or in respect of a trust of which it acts as a trustee), individual, corporation or partnership.
2. You consent to being treated as an Individual Professional Investor in respect of all investment products and markets, understand the risks and consequences of consenting to being treated as an Individual Professional Investor and agree that the Overall Coordinators have no regulatory responsibility to do but may in fact do some or all of the following in providing services to you:
- (i) inform you about their business and the identity and status of employees and others acting on their behalf with whom you will have contact;
 - (ii) promptly confirm the essential features of a transaction after effecting a transaction for you;
 - (iii) provide you with documentation on the Program, if you wish to deal through the Stock Exchange in securities admitted to trading on the Program.
3. You have the right to withdraw from being treated as an Individual Professional Investor at any time in respect of all or any investment products or markets by giving a written notice to the Overall Coordinators.
4. You agree and acknowledge that the Overall Coordinators will not provide you with any contract notes, statements of account or receipts under the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules (Chapter 571Q of the Laws of Hong Kong) where such would otherwise be required.
5. If the Overall Coordinators solicit the sale of or recommend any financial product to you, the financial product must be reasonably suitable for you having regard to your financial situation, investment experience and investment objectives. No other provision of this Agreement or any other document the Overall Coordinators may ask you to sign and no statement the Overall Coordinators may ask you to make derogates from this paragraph 5 of Part C of this Schedule 6.