

**Dated 23 June 2025**  
**2025 年 6 月 23 日**

**CLOUDBREAK PHARMA INC.**

**THE REYNOLD LEMKINS GROUP (ASIA) LIMITED**

**CCB International Capital Limited**  
**建银国际金融有限公司**

**Huatai Financial Holdings (Hong Kong) Limited**  
**华泰金融控股（香港）有限公司**

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**CORNERSTONE INVESTMENT AGREEMENT**  
**基石投资协议**

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**THIS AGREEMENT** (this “**Agreement**”) is made on 23 June 2025  
本协议于 2025 年 6 月 23 日订立

BETWEEN:  
订约方:

- (1) **CLOUDBREAK PHARMA INC.**, a company incorporated in the Cayman Islands as an exempted company with limited liability whose registered address is at Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Company**”);

**CLOUDBREAK PHARMA INC.**, 于开曼群岛注册成立之有限责任公司，注册地址为 Harneys Fiduciary (Cayman) Limited, 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (「**本公司**」)；

- (2) **THE REYNOLD LEMKINS GROUP (ASIA) LIMITED**, a company incorporated in Hong Kong whose registered office is at Unit 1603, 16th Floor, The L. Plaza, 367-375 Queen’s Road, Central, Sheung Wan, Hong Kong (the “**Investor**”);

**THE REYNOLD LEMKINS GROUP (ASIA) LIMITED**，一家在香港注册成立的公司，其注册办事处位于香港上环皇后大道中 367-375 号 L. Plaza 16 楼 1603 室（「**投资者**」）；

- (3) **CCB International Capital Limited**, a licensed corporation with the Securities and Futures Commission (“**SFC**”) to carry out Type 1 (Dealing in Securities), Type 4 (Advising on Securities) and Type 6 (Advising on Corporate Finance) regulated activities under the Securities and Futures Ordinance in Hong Kong (CE No. AJO225) whose principal place of business is at 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong. (“**CCBI**”); and

建银国际金融有限公司，一家在香港《证券及期货条例》下持有香港证监会第 1 类（证券交易）、第 4 类（就证券提供意见）和第 6 类（就机构融资提供意见）牌照并从事相应受规管活动的持牌法团（中央编号：AJO225）而其业务地点为香港中环干诺道中 3 号中国建设银行大厦 12 楼（「**建银国际**」）；及

- (4) **Huatai Financial Holdings (Hong Kong) Limited**, a company incorporated in Hong Kong, whose registered office is at 62/F, The Center, 99 Queen’s Road Central, Hong Kong (“**Huatai**”);

华泰金融控股（香港）有限公司，一家在香港注册成立的公司，其注册办事处位于香港皇后大道中 99 号中环中心 62 楼（「**华泰**」）；

(CCBI and Huatai as the joint sponsors (the “**Joint Sponsors**”), CCBI and Huatai as the overall coordinators (the “**Overall Coordinators**”) and joint global coordinators (the “**Joint Global Coordinators**”))

(建银国际及华泰作为联席保荐人（「**联席保荐人**」）；建银国际及华泰作为整体协调人（「**整体协调人**」），及联席全球协调人（「**联席全球协调人**」）。）

**WHEREAS:**

鉴于：

- (A) The Company has made an application for listing of its share capital on the Stock Exchange (as defined below) by way of a global offering (the “**Global Offering**”) comprising:

本公司已提出申请以全球发售（「**全球发售**」）的方式使其股本于联交所（定义见下文）上市，包括：

- (i) a public offering by the Company for subscription of 6,058,500 Shares (as defined herein below) (subject to adjustment) by the public in Hong Kong (the “**Hong Kong Public Offering**”), and

本公司公开发售 6,058,500 股股份（定义见下文）（可予调整）以供于香港公众认购（「**香港公开发售**」）；及

- (ii) a conditional placing of 54,523,500 Shares (subject to reallocation and the Over-allotment Option (as defined herein below)) offered by the Company to institutional and professional investors in Hong Kong and elsewhere in the world outside the United States in reliance on Regulation S (as defined below) under the Securities Act (as defined below) (the “**International Offering**”).

本公司根据《证券法》（定义见下文）S 规例（定义见下文）向香港及美国境外世界各地的机构及专业投资者有条件地配售 54,523,500 股股份（可予重新分配及视乎超额配股权行使与否而定）（「**国际配售**」）。

- (B) CCBI and Huatai are acting as Joint Sponsors of the Global Offering; CCBI and Huatai are acting as the Overall Coordinators, Joint Global Coordinators and Capital Market Intermediaries of the Global Offering.

建银国际及华泰正担任全球发售的联席保荐人；建银国际及华泰正担任全球发售的整体协调人，联席全球协调人及资本市场中介人。

- (C) The Investor wishes to subscribe for the Investor Shares (as defined below) as part of the International Offering, subject to and on the basis of the terms and conditions set out in this Agreement.

投资者有意认购投资者股份（定义见下文）作为国际配售的部分，惟须受本协议所载条款及条件规限并以其为基础。

IT IS AGREED as follows:

兹协议如下:

## 1. DEFINITIONS AND INTERPRETATIONS 定义及解释

- 1.1 In this Agreement, including its schedules and recitals, each of the following words and expressions shall have the following meanings, unless the context otherwise requires:  
在本协议中（包括其附表及条款），下列各字词具有下述涵义，除文意另有所指外：

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

某一个人或实体的「**联属人士**」，除非文意另有所指，指即透过一位或多位中介者 直接或间接控制或受控于特定任何个人或实体或与特定个人或实体共同受控的任何个人或实体。就本定义而言，「**控制**」一词（包括「**正在控制**」、「**被控制**」或「**共同受控**」）指拥有直接或间接的权力指示或致使指示对个人的管理和政策，不论是透过有投票权的证券的拥有权、合约或其他方式；

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

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

「**总投资金额**」指等于发售价乘以投资者股份数目之金额；

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

「**批准**」具有第 6.2(g) 条赋予该词的涵义；

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

「**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**」应作相应诠释；

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

「**经纪佣金**」指根据《上市规则》「**费用规则**」（如《上市规则》所定义）中的第 7(1) 段规定总投资金额的 1% 计算的经纪佣金；

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

「**营业日**」指香港银行通常开门办理业务之任何日子（星期六、星期日或公众假期除外）；

**“Capital Market Intermediaries”** means the capital market intermediaries participating in the Global Offering and has the meaning ascribed thereto under the Listing Rules;  
「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》赋予的含义；

**“CCASS”** means the Hong Kong Central Clearing and Settlement System established and operated by The Hong Kong Securities Clearing Company Limited;  
「中央结算系统」指香港中央结算有限公司建立的香港中央结算及交收系统；

**“Closing”** means closing of the subscription of the Investor Shares in accordance with the terms and conditions of this Agreement;  
「交割」指根据本协议条款及条件订立的认购投资者股份的交割；

**“Companies Ordinance”** means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong), as amended or supplemented from time to time;  
「《公司条例》」指《公司条例》（香港法例第 622 章），经不时修订或补充；

**“Companies (Winding Up and Miscellaneous Provisions) Ordinance”** means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong), as amended or supplemented from time to time;  
「《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），经不时修订或补充；

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

**“connected relationship”** shall have the meaning ascribed to such term and as construed under the CSRC Filing Rules;  
「关联关系」应具有中国证监会备案规则赋予该词的涵义；

**“Contracts (Rights of Third Parties) Ordinance”** means the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), as amended or supplemented from time to time;  
「《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），经不时修订或补充；

**“controlling shareholder”** shall, unless the context otherwise requires, have the meaning ascribed to such term in the Listing Rules and **“controlling shareholders”** shall be construed accordingly;  
「控股股东」具有《上市规则》赋予该词的涵义（文义另有所指除外），复数形式的「控股股东」须据此解释；

**“CSRC”** means China Securities Regulatory Commission;  
「中国证监会」指中国证券监督管理委员会；

**“CSRC Filing Rules”** means the Trial Administrative Measures of Overseas Securities Offering and Listing by Domestic Companies (境内企业境外发行证券和上市管理试行办

法) and supporting guidelines issued by the CSRC, as amended, supplemented or otherwise modified from time to time;

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

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

「处置」包括（就任何相关股份而言）直接或间接:

- (i) offering, pledging, charging, selling, mortgaging, lending, creating, transferring, assigning or otherwise disposing of any legal or beneficial interest (including by the creation of or any agreement to create or selling or granting or agreeing to sell or grant any option or contract to purchase, subscribe for, lend or otherwise transfer or dispose of or any warrant or right to purchase, subscribe for, lend or otherwise transfer or dispose of, or purchasing or agreeing to purchase any option, contract, warrant or right to sell), or creating any third party right of whatever nature over, any legal or beneficial interest in the Relevant Shares or any other securities convertible into or exercisable or exchangeable for such Relevant Shares, or that represent the right to receive, such Relevant Shares or any interest in them, or contracting to do so, whether directly or indirectly and whether conditionally or unconditionally; or  
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或代表收取相关股份权利或当中任何权益的任何其他证券的任何法定或实益权益直接或间接、有条件或无条件地提呈发售、质押、抵押、出售、按揭、借出、设立、转让、指让或另行处置（包括通过设立或任何协议设立或出售或授予或同意出售或授予任何期权或订约购买、认购、借出或另行转让或处置或购买或同意购买任何期权、合约、权证或出售权利，或者购买或同意购买任何用以出售的购股权、合约、认股权证或出售权利），或对其订立任何性质的任何第三方权利或订约而为之；或
- (ii) entering into any swap or other arrangement that transfers to another, in whole or in part, any beneficial ownership of the Relevant Shares or any interest in them, or any of the economic consequences or incidents of ownership of such Relevant Shares or such other securities or any interest in them; or  
订立任何掉期或其他安排以向他人全部或部分转让相关股份，或任何对相关股份的实益权益或任何利益，或任何有关其他证券或其中的任何权益的任何经济后果或所有权附带利益；或
- (iii) entering into any other transaction directly or indirectly with the same economic effect as any of the foregoing transactions described in (i) and (ii) above; or  
直接或间接订立与上文 (i) 及 (ii) 所述任何交易具有相同经济效果的任何其他交易；或
- (iv) agreeing or contracting to, or publicly announcing or disclosing an intention to, enter into any of the foregoing transactions described in (i), (ii) and (iii) above, in each case whether any of the foregoing transactions described in (i), (ii) and (iii) above is to be settled by delivery of Relevant Shares or such other securities convertible into or exercisable or exchangeable for Relevant Shares, in cash or otherwise; and  
“disposal” shall be construed accordingly;

同意或订约或公告或透露有意进行、订立上文 (i) 、(ii) 及 (iii) 所述任何交易，在各种情况下，均不论上文(i) 、(ii) 及 (iii) 所述任何交易是否将以交付相关股份或可转换为或可行使为或可交换为相关股份的其他证券、现金或以其他方式结算，以及名词形式的「**处置**」须相应解释；

**“FINI”** has the meaning ascribed thereto under the Listing Rules;

「**FINI**」具有上市规则赋予该词之涵义；

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

「**全球发售**」具有叙文 (A) 赋予该词的涵义；

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

「**政府部门**」指任何政府部门、监管当局、行政组织、委员会、机构、部门或其代理，或任何证券交易所、自我监管组织或其他非政府监管部门，或任何法院、司法机构、审裁处或仲裁员，不论是国家、中央、联邦、省、州、区、市、地方、本地、外地或超国家的相关组织（包括但不限于联交所、证监会和中国证监会）；

**“Group”** means the Company and its subsidiaries or, where the context so requires, in respect of the period before our Company became the holding company of its present subsidiaries, such subsidiaries as if they were subsidiaries of our Company at that time;

「**集团**」指本公司及其附属公司，或如文义已有所指，就本公司成为其现时附属公司的控股公司之前的期间而言，则指有关附属公司（犹如有关公司当时已成为本公司的附属公司）；

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

「**港元**」指香港的法定货币；

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

「**香港**」指中国香港特别行政区；

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

「**香港公开发售**」具有叙文 (A) 赋予该词的涵义；

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

「**获弥偿方**」或单数形式的「**获弥偿方**」（即获弥偿方之一）具有第 6.5 条赋予该词的涵义；

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

「**国际配售**」具有叙文 (A) 赋予该词的涵义；



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

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

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

「投资者相关信息」具有第 6.2(i) 条中赋予的含义；

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

「投资者股份」指投资者根据本协议条款及条件于国际配售认购、按附表一计算并由本公司、整体协调人及联席全球协调人厘定的股份数目；

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

「法律」指所有相关司法管辖区的任何政府部门（包括但不限于联交所、证监会和中国证监会）的所有法律、成文法、立法、条例、措施、规则、规例、指引、决定、意见、通知、通函、指令、要求、命令、判决、法令或裁定；

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

「征费」在各种情况下指总投资金额的 0.0027% 的证监会交易征费（或于上市日期的当前征费），0.00565% 的联交所交易费（或于上市日期的当前交易费）及 0.00015% 的香港会及 0.00015% 的财务汇报局交易征费（或于上市日期的当前征费）；

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

「上市日期」指股份首次于联交所主板上市日期；

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

「《上市指南》」指由联交所刊发，经不时修改，补充或变更的《新上市申请人指南》；

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

「《上市规则》」指经不时修改，补充或变更的《香港联合交易所有限公司证券上市规则》以及联交所的上市决策、指引及其他要求；

**"Lock-up Period"** has the meaning given to it in clause 5.1;

「禁售期」具有第 5.1 条赋予该词的涵义；

“**Offer Price**” means the final Hong Kong dollar price per Share (exclusive of Brokerage and Levies) at which the Shares are to be offered or sold pursuant to the Global Offering;  
「发售价」指根据全球发售将发售及出售的每股股份的最终港元价格（不包括经纪佣金和征费）；

“**Over-allotment Option**” has the meaning given to it in the International Offering Circular;  
「超额配股权」具有国际配售通函赋予该词的涵义；

“**Parties**” means the named parties to this Agreement, and “**Party**” shall mean any one of them, as the context shall require;  
「订约方」或单数形式的「订约方」指本协议的合约一方或各方；

“**PRC**” means the People’s Republic of China, excluding, for purposes of this Agreement only, Hong Kong, Macau Special Administrative Region of the PRC and Taiwan;  
「中国」指中华人民共和国，惟在本协议中并不包括香港、澳门特别行政区及台湾；

“**Preliminary Offering Circular**” means the preliminary offering circular expected to be issued by the Company to the prospective investors (including the Investor) in connection with the International Offering, as amended or supplemented from time to time;  
「初步发售通函」指预期由本公司就国际配售向有意投资者（包括投资者）发出的初步发售通函（经不时修订及补充）；

“**Professional Investor**” has the meaning given to it in Part 1 of Schedule 1 to the SFO;  
「专业投资者」具有《证券及期货条例》附表 1 第 1 部份涵义；

“**Prospectus**” means the final prospectus to be issued in Hong Kong by the Company in connection with the Hong Kong Public Offering;  
「招股章程」指本公司就香港公开发售拟在香港刊发的招股章程；

“**Public Documents**” means the Preliminary Offering Circular and the International Offering Circular for the International Offering and the Prospectus to be issued in Hong Kong by the Company for the Hong Kong Public Offering and such other documents and announcements which may be issued by the Company in connection with the Global Offering, each as amended or supplemented from time to time;  
「公开文件」指国际配售的初步发售通函及国际配售通函和本公司就香港公开发售将刊发的招股章程，以及本公司可能就全球发售刊发的有关其他文件及公告，各自均经不时修订及补充；

“**Regulation S**” means Regulation S under the Securities Act;  
「S 规例」指根据证券法下之 S 规例；

“**Regulators**” has the meaning given to it in clause 6.2(i);  
「监管机构」具有第 6.2(i) 条赋予该词的涵义；

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

「相关股份」指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因投资者股份而衍生的本公司任何股份或其他证券或权益（不论该些交易是否以现金或其他形式结算）；

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

「第 144A 条」指证券法第 144A 条；

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

「《证券法》」指《1933 年美国证券法》（经修订）；

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

「证监会」指香港证券及期货事务监察委员会；

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

「《证券及期货条例》」指经不时修改，补充或变更的《证券及期货条例》（香港法例第 571 章）；

**“Shares”** means the ordinary shares in the share capital of the Company having a nominal value of US\$0.0001 each, which are to be traded in Hong Kong dollars and proposed to be listed on the Stock Exchange;

「股份」指本公司股本中每股面值 0.0001 美元，并拟在联交所上市及以港元进行交易的普通股；

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

「联交所」指香港联合交易所有限公司；

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

「附属公司」具有《公司条例》所给予的涵义；

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

「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；

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

「美元」指美国的法定货币；及

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

「美国人士」具有《证券法》下的 S 规例所给予的涵义。

## 1.2 In this Agreement, unless the context otherwise requires:

除文义另有所指者，于本协议：

- (a) a reference to a “**clause**”, “**sub-clause**” or “**schedule**” is a reference to a clause or sub-clause of or a schedule to this Agreement;

凡提述「**条款**」、「**分条款**」或「**附表**」之处均指对本协议的条款、分条款及附表的提述；

- (b) the index, clause and schedule headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

索引、条款及附表标题仅为方便而设，不得影响本协议的解释或诠释；

- (c) the recitals and schedules form an integral part of this Agreement and have the same force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement shall include the recitals and schedules;

陈述及附表构成本协议的组成部分，犹如具有于本协议的主体明文列出的相同效力及效果，凡提述本协议之处须包括陈述及附表；

- (d) the singular number shall include the plural and vice versa and words importing one gender shall include the other gender;

单数形式均包括复数形式（反之亦然）；带有性别意义的字眼亦均包括男性及女性两种性别；

- (e) a reference to this Agreement or another instrument includes any variation or replacement of either of them;

凡提述本协议或其他文书均包括任何对本协议或该文书的变更或取代者；

- (f) a reference to a statute, statutory provision, regulation or rule includes a reference:

凡提述法例、法例条文、法规或规则均包括对下列的提述：

- (i) to that statute, provision, regulation or rule as from time to time consolidated, amended, supplemented, modified, re-enacted or replaced by any statute or statutory provision;

不时对于该法例、条文、法规或规则所作出的整合、修订、补充、修改、重新订立，或取替；

- (ii) to any repealed statute, statutory provision, regulation or rule which it re-enacts (with or without modification); and

被废除并重新订立的任何法例、法例条文、法规或规则（无论有否修改）；  
及

- (iii) to any subordinate legislation made under it;

任何按该法规或条文所订立的附属法例；

- (g) a reference to a “regulation” includes any regulation, rule, official directive, opinion, notice, circular, order, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; 凡提述「法规」均包括任何政府、政府间或超国家性质机构、代理机构、机关、部门或任何监管或自律组织或其他监管机构或组织的任何成文法规、规则、正式指令、意见、通知、通告、命令、要求或准则（无论是否具有法律效力）；
- (h) references to times of day and dates are, unless otherwise specified, to Hong Kong times and dates, respectively;

除非另有指明，否则凡提述时间及日期均为香港时间及日期的提述；

- (i) a reference to a “**person**” includes a reference to an individual, a firm, a company, a body corporate, an unincorporated association or an authority, a government, a state or agency of a state, a joint venture, association or partnership (whether or not having separate legal personality);

凡提述「人士」均包括提述个人、商号、公司、法人团体、非法人团体或部门、政府、国家或或国家代理、联营、协会或合伙（不论是否有独立的法律人格）；

- (j) references to “**include**”, “**includes**” and “**including**” shall be construed so as to mean include without limitation, includes without limitation and including without limitation, respectively; and

凡提述「包括」一词均应被诠释为包括但不限于；及

- (k) references to any legal term for any action, remedy, method or judicial proceeding, legal document, legal status, court, official or any legal concept or thing in respect of any jurisdiction other than Hong Kong is deemed to include what most nearly approximates in that jurisdiction to the relevant Hong Kong legal term.

凡提述任何法律行动、补救措施、方法或司法程序、法律文件、法律地位、法庭、官员，或其他有关任何香港以外的司法管辖区的法律概念或事宜，均被视作包括在该司法管辖区内和香港有关法律词汇最相近的法律词汇。

## 2. INVESTMENT 投资

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

在满足下文第 3 条所述条件（或由订约方宽免，但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人、整体协调人及联席全球协调人予以宽免）后及本协议的其他条款和条件：

- (a) the Investor will subscribe for, and the Company will issue, allot and place and the Overall Coordinators and the Joint Global Coordinators will allocate and/or deliver (as the case may be) or cause to be allocated and/or delivered (as the case may be) to the Investor, the Investor Shares at the Offer Price under and as part of the International Offering on the Listing Date and through the Overall Coordinators and the Joint Global Coordinators and/or their affiliates in their capacities as international representatives of the international underwriters of the relevant portion of the International Offering; and

透过整体协调人、联席全球协调人及 / 或其联属人士（以国际配售相关部分的国际包销商的代表身分），投资者将认购及本公司将向投资者发行、配发及配售及整体协调人及联席全球协调人将在上市日期，或本协议第 4.3 条适用时，在延迟交付日期，向投资者分配及 / 或交付（视乎情况而定）或致使投资者获分配及 / 或交付国际配售项下（或作为其部分）投资者股份（按发售价）；

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

而投资者将按照第 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 The Investor may elect by notice in writing served to the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators not later than five business days prior to the Listing Date to subscribe for the Investor Shares through a wholly-owned subsidiary of the Investor that is a Professional Investor (i) not a U.S. Person, and is not acquiring the Investor Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Investor Shares in an offshore transaction in accordance with Regulation S under the Securities Act, provided that:

投资者可选择向本公司、联席保荐人、整体协调人及联席全球协调人以在上市日期前不少于五个营业日送达书面通知通过投资者的全资附属公司认购投资者股份，而该附属公司为专业投资者及 (i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份，惟：

- (a) the Investor shall procure such wholly-owned subsidiary on such date to provide to the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators written confirmation that it agrees to be bound by the same agreements, representations, warranties, undertakings, acknowledgements and confirmations given in this Agreement by the Investor, and the agreements, representations, warranties, undertakings, acknowledgements and confirmations given by the Investor in this Agreement shall be deemed to be given by the Investor for itself and on behalf of such wholly-owned subsidiary, and

投资者应促使上述全资附属公司在当天向本公司、联席保荐人、整体协调人及联席全球协调人提供书面确认其同意受本协议中由投资者所给予的相同协议、陈述、保证、承诺、承认及确认约束。上述由投资者所给予的协议、陈述、保证、承诺、承认及确认均被视为由投资者代表自身及上述全资附属公司所作出；及

- (b) the Investor (i) unconditionally and irrevocably guarantees to the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators the due and punctual performance and observance by such wholly-owned subsidiary of all its agreements, obligations, undertakings, warranties, representations, indemnities, consents, acknowledgements, confirmations and covenants under this Agreement; and (ii) undertakes to fully and effectively indemnify and keep indemnified on demand each of the Indemnified Parties in accordance with clause 6.5.

投资者 (i) 无条件及不可撤销地向本公司、联席保荐人、整体协调人及联席全球协调人保证上述全资附属公司适当及准时履行及遵守其在本协议下的所有协议、责任、承诺、保证、陈述、弥偿、同意、承认、确认及契诺；及 (ii) 承诺在各获弥偿方要求下将按照第 6.5 条全额及有效地赔偿各获弥偿方。

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

投资者 在本第 2.2 条下的义务构成直接、主要及无条件的义务，在被要求时向本公司、联席保荐人、整体协调人或联席全球协调人支付任何上述全资附属公司在本协议下有责任支付的金额，并立即在被要求时履行任何上述全资附属公司在本协议下的义务而无需本公司、联席保荐人、整体协调人或联席全球协调人先行向上述全资附属公司或任何其他人士采取行动。除文义另有指明者外，本协议中「投资者」一词应诠释为包括上述全资附属公司。

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

本公司、整体协调人和联席全球协调人（代表彼等本身及全球发售包销商）将按他们可能同意的方式厘定发售价。投资者股份的确切数目将由本公司、整体协调人和联席全球协调人根据附表一厘定，而且有关决定将为最终定论且对投资者有约束力，有明显错误则除外。

### 3. CLOSING CONDITIONS 交割条件

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

投资者在本协议下根据第 2.1 条认购投资者股份的义务，以及本公司、整体协调人和联席全球协调人根据第 2.1 条发行、配发、配售及 / 或交付（视情况而定）或致使发行、配发、配售及 / 或交付（视情况而定）的义务只能在以下述各项条件（但第 3.1(a)、3.1(b)、3.1(c)及 3.1(d) 条所载条件不得予以宽免，而第 3.1(e) 条所载条件只能由本公司、联席保荐人、整体协调人及联席全球协调人予以宽免）在交割或以前获订约方履行或宽免后，方告作实：

- (a) the underwriting agreements for the Hong Kong Public Offering and the International Offering being entered into and having become effective and unconditional (in accordance with their respective original terms or as subsequently waived or varied by agreement of the parties thereto) by no later than the time and date as specified in these underwriting agreements, and neither of the aforesaid underwriting agreements having been terminated;

香港公开发售包销协议和国际配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），或其由订约方通过协议的方式予以宽免或修改；

- (b) the Offer Price having been agreed upon between the Company, the Joint Global Coordinators and the Overall Coordinators (for themselves and on behalf of the underwriters of the Global Offering);

联席全球协调人及整体协调人（代表全球发售包销商）和本公司已就全球发售议定发售价；

- (c) the Listing Committee of the Stock Exchange having granted the approval for the listing of, and permission to deal in, the Shares (including the Investor Shares as well as other applicable waivers and approvals) and such approval, permission or waiver having not been revoked prior to the commencement of dealings in the Shares on the Stock Exchange;

联交所上市委员会已批准股份（包括投资者股份及其他适用的宽免及批准）上市及买卖，有关批准、允许或宽免在股份开始于联交所买卖前未被撤销；

- (d) no Laws shall have been enacted or promulgated by any Governmental Authority which prohibits the consummation of the transactions contemplated in the Global Offering or herein and there shall be no orders or injunctions from a court of



competent jurisdiction in effect precluding or prohibiting consummation of such transactions; and

任何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进行的交易的法律，以及并无具有主管司法管辖权的法院并作出实际阻止或禁止完成有关交易的命令或禁令；及

- (e) the respective representations, warranties, acknowledgements, undertakings and confirmations of the Investor under this Agreement are (as of the date of this Agreement) and will be (as of the Listing Date, as applicable) accurate, complete and true in all respects and not misleading and that there is no breach of this Agreement on the part of the Investor.

投资者于本协议的陈述、保证、确认、承认和承诺均属（截至本协议日期）及将在所有方面属（截至上市日期及交付日期（如适用））准确、完整、真实且不具误导性，以及投资者 未有违反本协议。

- 3.2 If any of the conditions contained in clause 3.1 has not been fulfilled or waived by the Parties (except that the conditions set out in clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) cannot be waived and the conditions under clause 3.1(e) can only be waived by the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators ) on or before the date that is 180 days after the date of this Agreement (or such other date as may be agreed in writing among the Company, the Investor, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators), the obligation of the Investor to purchase, and the obligations of the Company, the Overall Coordinators and the Joint Global Coordinators to issue, allot, place, allocate and/or deliver (as the case may be) or cause to issue, allot, place, allocate and/or deliver (as the case may be), the Investor Shares shall cease and any amount paid by the Investor under this Agreement to any other party will be repaid to the Investor by such other party without interest as soon as commercially practicable and in any event no later than 30 days from the date of termination of this Agreement and this Agreement will terminate and be of no effect and all obligations and liabilities on the part of the Company, the Joint Sponsors, the Overall Coordinators and/or the Joint Global Coordinators shall cease and terminate; provided that termination of this Agreement pursuant to this clause 3.2 shall be without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. For the avoidance of doubt, nothing in this clause shall be construed as giving the Investor the right to cure any breaches of the respective representations, warranties and undertakings and acknowledgements given by the Investor respectively under this Agreement during the period until the aforementioned date under this clause.

倘订约方未有满足或宽免第3.1条所载的任何条件（但第3.1(a)、3.1(b)、3.1(c)及3.1(d)条所载条件不得予以宽免，而第3.1(e)条所载条件只能由本公司、联席保荐人、整体协调人及联席全球协调人于本协议日期后180天日期或之前（或本公司、投资者、联席保荐人、整体协调人及联席全球协调人可能书面约定的其他日期）予以宽免），投资者购买及本公司、整体协调人及联席全球协调人发行、配发、分配及/或交付（视情况而定）投资者股份的责任将终止，且投资者根据本协议向任何其他各方支付的任何款项须不计利息尽商业可行的情况下由有关其他各方退还予投资者（并在任何情况下不迟于由本协议终止日期的30天内），而本协议将终止及失效；本公司、联席保荐人、整体协调人及

/ 或联席全球协调人的所有义务及责任亦将终结及终止，惟本协议依据第 3.2 条终止不得损害任何订约方于该终止时或之前就本协议条款对其他订约方的既有权利或责任。为免生疑问，本条款不得被解释为授予投资者 权利以纠正于截至本条上述日期之期间任何违反投资者于本协议 分别作出的陈述、保证或承诺或承认。

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

投资者确认，无法保证全球发售将会完成，或不会被延迟或终止，或若发售价并不在公开文件所述的意向性发售价范围内。若全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成，或若发售价并不在公开文件所述的意向性发售价范围内，则本公司、联席保荐人、整体协调人或联席全球协调人或其董事、高级人员、雇员、代理、代表、联系人、合伙人或联属人士对投资者 概不产生任何责任。投资者特此放弃由于全球发售在所预期的日期及时间前因故被延迟或终止、不继续或未完成或根本无法完成或若发售价并不在公开文件所述的意向性发售价范围内而向本公司、联席保荐人、整体协调人及／或联席全球协调人或其各自的联属人士、董事、高级人员、雇员、代理、代表、联系人或合伙人提起任何申索或诉讼的任何权利（如有）。

#### 4. CLOSING 交割

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

受第 3 条及本第 4 条规限，投资者将根据及作为国际配售一部分以及通过整体协调人及联席全球协调人（及 / 或其各自联属人士）以他们作为国际配售相关部分的国际包销商的身分按发售价认购投资者股份。因此，投资者股份将在国际配售交割的同时，按本公司、整体协调人及联席全球协调人（或 / 其联属人士）决定的时间及方式予以认购。

- 4.2 The Investor shall make full payment of the Aggregate Investment Amount, together with the related Brokerage and Levies (to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators and the Joint Global Coordinators) by same day value credit at or before 8:00 a.m. (Hong Kong time) on the Listing Date regardless of the time and manner of the delivery of the Investor Shares in Hong Kong dollars by wire transfer in immediately available clear funds without any deduction or set-off to such Hong Kong dollar bank account as may be notified to the Investor by the Overall Coordinators and the Joint Global Coordinators in writing no later than one (1) clear business day prior to the Listing Date, which notice shall include, among other things, the payment account details and the total amount payable by the Investor under this Agreement.

无论投资者股份在何时或以何种方式交付，投资者须于上市日期香港时间上午八时正前以立即可用的结算资金按同日信贷值以港元通过电汇向整体协调人及联席全球协调人于上市日期前不迟于一（1 个完整营业日）书面通知予投资者的港元银行账户全额支付所有投资者股份的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（其中包括）付款账户的详情及投资者根据本协议应付的总金额。

- 4.3 Subject to due payment(s) for the Investor Shares being made in accordance with clause 4.2, delivery of the Investor Shares to the Investor, as the case may be, shall be made through CCASS by depositing the Investor Shares directly into CCASS for credit to such CCASS investor participant account or CCASS stock account as may be notified by the Investor to the Overall Coordinators and the Joint Global Coordinators in writing no later than two (2) business days prior to the Listing Date.

待根据第 4.2 条就投资者股份如期付款后，向投资者交付投资者股份应通过中央结算系统作出，作出方式为于上市日期或交付日期（视情况而定）将投资者股份直接存入中央结算系统中，以寄存于投资者于上市日期前不迟于两（2）个营业日书面通知予整体协调人及联席全球协调人的该中央结算系统投资者参与户口或中央结算系统股份账户。

- 4.4 Delivery of for the Investor Shares may also be made in any other manner which the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Investor may agree in writing no later than two (2) business days prior to the Listing Date.

投资者股份的交付可以循任何由本公司、联席保荐人、整体协调人及联席全球协调人以及投资者于不迟上市日期两（2）个营业日前以书面同意的方式作出。

- 4.5 If payment of the Aggregate Investment Amount and the related Brokerage and Levies (whether in whole or in part) is not received or settled in the time and manner stipulated in this Agreement, the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators reserve the right, in their respective absolute discretions, to terminate this Agreement and in such event all obligations and liabilities on the part of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators shall cease and terminate (but without prejudice to any claim which the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators may have against the Investor arising out of its failure to comply with its obligations under this

Agreement). The Investor shall in any event be fully responsible for and shall indemnify, hold harmless and keep fully indemnified, on an after-tax basis, each of the Indemnified Parties against any loss and damages that they may suffer or incur arising out of or in connection with any failure on the part of the Investor to pay for the Aggregate Investment Amount and the Brokerage and Levies in full in accordance with clause 6.5.

倘若总投资金额及相关经纪佣金及征费（不论全数或部分）并非以本协议中所指明的时间及方式所收取或支付，则本公司、联席保荐人、整体协调人及联席全球协调人保留权利以他们的绝对酌情权终止本协议。在此情况下，本公司、联席保荐人、整体协调人及联席全球协调人的所有义务及责任将停止及终结（但无损本公司、联席保荐人、整体协调人及联席全球协调人所有任何向投资者因其未能履行本协议下义务所提起的申索）。投资者在任何情况下负上全部责任及应以税后基础全数弥偿各获弥偿方可能蒙受或产生因投资者未能按第 6.5 条全数支付总投资金额及相关经纪佣金及征费所引致或相关的任何损失及损害赔偿以及使各获弥偿方免于承担有关赔偿责任。

- 4.6 The Company, the Investor, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators respectively shall not be liable for any failure or delay in the performance of its obligations under this Agreement and shall be entitled to terminate this Agreement if it is prevented or delayed from performing its obligations under this Agreement as a result of circumstances beyond the Company's, the Investor's, or the Joint Sponsors', the Overall Coordinators' and the Joint Global Coordinators' (as the case may be) control, including, but not limited to, acts of God, flood, outbreak or escalations of diseases, epidemics or pandemics, declaration of a national, international, regional emergency, calamity, crisis, economic sanctions, explosion, earthquake, volcanic eruption and other natural disaster, paralysis in government operation, public disorder, political instability or threat and escalation of hostilities, war (whether declared or undeclared), terrorism, rebellion, outbreak of infectious disease, fire, riot, civil commotion, strike, lockout, other industrial action, severe transportation disruption, general failure of electricity or other supply, aircraft collision, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system, embargo, labour dispute and changes in any existing or future laws, ordinances, regulations, any existing or future act of governmental activity or the like.

如果由于投资者、本公司、联席保荐人、整体协调人或联席全球协调人（视情况而定）无法控制的情况而被阻止或延迟履行本协议项下的义务，则投资者、本公司、联席保荐人、整体协调人或联席全球协调人各自不对因履行本协议义务的任何失败或延迟承担责任，及有权终止本协议，包括但不限于天灾、洪水、疾病、流行病或大流行病的爆发或升级、宣布国家、国际、区域紧急情况、灾难、危机、经济制裁、爆炸、地震、火山爆发及其他自然灾难、瘫痪政府运作、公共骚乱、政治不稳定或威胁和敌对行动升级、战争（无论宣战或未宣战）、恐怖主义、叛乱、传染性疾病爆发、火灾、暴乱、内乱、罢工、停工、其他工业行动、严重的交通中断、电力或其他供应的一般故障、飞机碰撞、意外或机械或电动故障、电脑故障或任何汇款系统故障、禁运、劳资纠纷和任何现有或未来法律、法令、法规的变更，任何现有或未来的政府活动等类似情形。

- 4.7 In the event that the requirement pursuant to Rule 8.08(3) of the Listing Rules, in which no more than 50% of the Shares in public hands on the Listing Date can be beneficially

owned by the three largest public shareholders cannot be satisfied, the Overall Coordinators, the Joint Global Coordinators and the Company have the right to adjust the allocation of the number of Investor Shares to be purchased by the Investor in their sole and absolute discretion to satisfy the requirement pursuant to Rule 8.08(3) of the Listing Rules.

如未能符合上市规则第 8.08(3)条规定，即在上市日期由公众人士持有的股份中，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%，整体协调人、联席全球协调人及本公司有唯一及绝对酌情权调整投资者可购买投资者股份的分配以符合上市规则第 8.08(3)条的规定。

## 5. RESTRICTIONS ON THE INVESTOR 对投资者的限制

- 5.1 Subject to clause 5.2, the Investor for itself and on behalf of its wholly-owned subsidiary (where the Investor Shares are to be held by such wholly-owned subsidiary) agrees, covenants with and undertakes to the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators that without the prior written consent of each of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, the Investor will not, and will cause its affiliates not to, whether directly or indirectly, at any time during the period commencing from (and inclusive of) the Listing Date and ending on (and inclusive of) the date falling six (6) months after the Listing Date (the “**Lock-up Period**”), directly or indirectly, (i) dispose of, in any way, any Relevant Shares or any interest in any company or entity holding any Relevant Shares, including any securities convertible into or exchangeable or exercisable for or that represent the right to receive any of the forgoing securities; (ii) agree or contract to, or publicly announce any intention to, enter into any such transaction described in (i); (iii) allow itself to undergo a change of control (as defined in The Codes on Takeovers and Mergers and Share Buy-backs promulgated by the SFC) at the level of its ultimate beneficial owner; or (iv) enter into any transactions directly or indirectly with the same economic effect as any aforesaid transaction. In the event of a disposal of any Relevant Shares at any time after the Lock-up Period, the Investor shall notify the Company, the Overall Coordinators and the Joint Sponsors in writing prior to the proposed disposal and shall ensure that (a) such disposal will comply with all applicable Laws; and (b) the Investor will use its best endeavours to ensure that the disposal will not create a disorderly and false market in the Shares.

在第 5.2 条的规限下，投资者为其自身及代表其全资附属公司（倘若投资者股份由该全资附属公司持有）向本公司、联席保荐人、整体协调人及联席全球协调人同意、作出契诺并承诺未经本公司、联席保荐人、整体协调人及联席全球协调人的事先书面同意，投资者不会且将促使其联属人士不在自上市日期（含该日）起至六 (6) 个月内（含该日）结束期间的期限内（「**禁售期**」）的任何时间（不论直接或间接），(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；(ii)同意或与第三方签约订立处置相关股份的交易或公开宣布订立(i)所提及的该等交易的意图；(iii)允许自身有控制权上的转变（定义见证监会的《公司收购、合并及股份回购守则》）；或 (iv) 直接或间接订立与于上述交易具有相同经济效果的任何交易。如果在禁售期后的任何时间出售任何有关股份，投资者应在拟议出售前书面通知本公司、整体协调人和联席保荐人，

并确保：(a)该出售符合所有适用法律；及(b)投资者将尽最大努力确保该出售不会造成股份的市场混乱和虚假。

5.2 Nothing contained in clause 5.1 shall prevent the Investor from transferring all or part of the Relevant Shares to any wholly-owned subsidiary of the Investor, provided that, in all cases:

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) no less than five (5) business days' prior written notice of such transfer is provided to the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, which contains the identity of such wholly-owned subsidiary and such evidence, to the satisfaction of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, to prove that the prospective transferee is a wholly-owned subsidiary of the Investor as the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators may require; prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor' s obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions ;

至少提前五(5)个营业日向本公司、联席保荐人、整体协调人及联席全球协调人提供此类转让予全资附属公司的转让书面通知，其中包括该全资附属公司的身份及该证明，以及该证明可按本公司、联席保荐人、整体协调人和联席全球协调人的要求使其满意可证明准受让人为投资者的全资附属公司；

- (b) prior to such transfer, such wholly-owned subsidiary gives a written undertaking (addressed to and in favor of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators in terms satisfactory to them) agreeing to, and the Investor undertakes to procure that such wholly-owned subsidiary will, be bound by the Investor' s obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions;

在进行该转让之前，该全资附属公司给予书面承诺（以本公司、联席保荐人、整体协调人及联席全球协调人为受益人，且条文均令本公司、联席保荐人、整体协调人及联席全球协调人满意）同意，且投资者承诺该全资附属公司将受投资者于本协议下的义务所约束，包括但不限于第 5 条对投资者施加的限制，犹如该全资附属公司自身受该等义务及限制的规限；

- (c) such wholly-owned subsidiary shall be deemed to have given the same acknowledgements, confirmations, undertakings, representations and warranties as provided in clause 6;

该全资附属公司应被视为给予与第 6 条中相同的确认、陈述、承诺及保证；

- (d) the Investor and such wholly-owned subsidiary of the Investor shall be treated as being the Investor in respect of all the Relevant Shares held by them and shall jointly and severally bear all liabilities and obligations imposed by this Agreement;

投资者及该全资附属公司应被视为由其持有的所有投资者股份的投资者，并共同及个别承担本协议下施加的所有责任及义务；

- (e) if at any time prior to expiration of the Lock-up Period, such wholly-owned subsidiary ceases or will cease to be a wholly-owned subsidiary of the Investor, it shall (and the Investor shall procure that such subsidiary shall) immediately, and in any event before ceasing to be a wholly-owned subsidiary of the Investor, fully and effectively transfer the Relevant Shares it holds to the Investor or another wholly-owned subsidiary of the Investor, which shall give or be procured by the Investor to give a written undertaking (addressed to and in favour of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators in terms satisfactory to them) agreeing to, and the Investor shall undertake to procure such wholly-owned subsidiary will, be bound by the Investor's obligations under this Agreement, including without limitation the restrictions in this clause 5 imposed on the Investor and gives the same acknowledgement, confirmations, undertakings, representations and warranties hereunder, as if such wholly-owned subsidiary were itself subject to such obligations and restrictions and shall jointly and severally bear all liabilities and obligations imposed by this Agreement; and

在禁售期届满前的任何时间，若该全资附属公司不再是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，及在不再是投资者的全资附属公司之前，将其持有的相关股份悉数及有效地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（或由投资者促使）发出书面承诺（以令本公司、联席保荐人、整体协调人及联席全球协调人满意的条文，并以本公司、联席保荐人、整体协调人及联席全球协调人为受益人）同意且投资者应促使该其全资附属公司同意，将受本协议项下的义务约束，包括但不限于本第5条所载对投资者施加的限制并在此下给予相同的确认、确认、承诺、陈述和保证，犹如该全资附属公司自身受限于该等义务及限制，投资者及投资者的该全资附属公司须被视为他们所持有的所有相关股份的投资者，并须共同及个别承担本协议施加的所有责任及义务；及

- (f) such wholly-owned subsidiary is (i) not a U.S. Person and is not subscribing for the Relevant Shares for the account or benefit of a U.S. Person; (ii) located outside the United States and (iii) acquiring the Relevant Shares in an offshore transaction in reliance on Regulation S under the Securities Act.

该全资附属公司为 (i) 非美国人士，且不是为美国人士代为购入相关股份；(ii) 位于美国境外及 (iii) 按照《证券法》的 S 规则于离岸交易中获得投资者股份。

- 5.3 The Investor agrees and undertakes that, except with the prior written consent of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall be less than 10% (or such other percentage as provided in the Listing Rules from time to time for the definition of “substantial shareholder”) of the Company’s entire issued share capital and it would not become a core connected person of the Company during the period of 12 months following the Listing Date and, further, that the aggregate holding (direct and indirect) of the Investor and its close associates in the total issued share capital of the Company shall not be such as to cause the total securities of the Company held by the public (as contemplated in the Listing Rules and interpreted by the Stock Exchange, including but not limited to Rule 8.08 of the Listing Rules) to fall below the required percentage set out in Rule 8.08 of the Listing Rules or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time. The Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators as soon as practicable if it comes to its attention of any of the abovementioned situations.

投资者同意及承诺，除非取得本公司、联席保荐人、整体协调人及联席全球协调人的事先书面同意，投资者及其紧密联系人于本公司全部已发行股本中拥有的总持股（直接及间接）应低于本公司的全部已发行股本的 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），及在上市日后的十二（12）个月内，其不会成为公司的核心关连人士（具有上市规则项下的涵义）。此外，投资者及其紧密联系人在公司已发行股本（直接和间接）的总持股量不会致使公众（具有上市规则及联交所诠释的涵义，包括但不限于上市规则第 8.08 条）持有公司证券总数的水平低于上市规则要求或联交所另行批准且不时适用于公司的水平。投资者同意在其知悉任何上述情况时，将立即以书面通知公司、整体协调人及联席保荐人。

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

投资者同意投资者将以自营投资基准持有本公司的股本，及在本公司、联席保荐人、整体协调人及 / 或联席全球协调人的合理要求下向本公司、联席保荐人、整体协调人及联席全球协调人提供合理证明，证明投资者乃按自营投资基准于本公司股本中持有股权。投资者不得，及促使其控股股东、联系人及其各自实益拥有人均不会在全球发售建簿过程中申请或预购股份（投资者股份除外）或在香港公开发售中作出股份申请。

- 5.5 The Investor and its affiliates, directors, officers, employees or agents shall not enter into any arrangement or agreement, including any side letter, which is inconsistent with, or in



contravention of, the Listing Rules (including chapter 4.15 of the Listing Guide published by Stock Exchange or written guidance published by the Hong Kong regulators) with the Company, the Single Largest Shareholders (as defined in the Prospectus), any other member of the Group or their respective affiliates, directors, officers, employees or agents. The Investor further confirms and undertakes that none of the Investor or its affiliates, directors, officers, employees or agents has or will enter into such arrangements or agreements. The Investor will be responsible for any breach of this clause 5.5 by itself as well as any of its affiliates, directors, officers, supervisors (where applicable), employees, staff, associates, partners, advisors, agents or representatives.

投资者及其联属人士、董事、高级人员、雇员或代理概不会与本公司、本公司的单一最大股东（定义见招股章程）、集团的任何其他成员或其各自的联属人士、董事、高级人员、雇员或代理订立任何协议或安排，包括任何与上市规则不一致或相悖的附函（包括联交所刊发之《上市指南》第 4.15 章或由监管机构刊发的书面指引）。投资者进一步确认并承诺，概无他们或他们的联属人士、董事、高级职员、雇员或代理人或最终实益拥有人已经或将会签订此类安排或协议。投资者本身及其任何联属人士、董事、高级职员、监事（如适用）、雇员、员工、联系人、合作伙伴、顾问、代理或代表将对任何违反本 5.5 条的行为负责。

## **6. ACKNOWLEDGEMENTS, REPRESENTATIONS, UNDERTAKINGS AND WARRANTIES 承认、陈述、承诺及保证**

### **6.1 The Investor acknowledges, agrees and confirms to each of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators that:**

投资者向本公司、联席保荐人、整体协调人及联席全球协调人承认、同意及确认：

- (a) each of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators and their respective affiliates, directors, officers, employees, agents, advisors, associates, partners and representatives makes no representation and gives no warranty or undertaking or guarantee that the Global Offering will proceed or be completed (within any particular time period or at all) or that the Offer Price will be within the indicative range set forth in the Public Documents, and will be under no liability whatsoever to the Investor in the event that the Global Offering is delayed, does not proceed or is not completed for any reason, or if the Offer Price is not within the indicative range set forth in the Public Documents, and the Investor hereby waives any right (if any) to bring any claim or action against any of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and their respective affiliates on the basis that the Global offering is delayed or is not completed for any reason by the dates and times contemplated or at all or if the Offer Price is not within the indicative range set forth in the Public Documents;

本公司、联席保荐人、整体协调人及联席全球协调人及他们各自的联属人士、董事、高级人员、雇员、代理、顾问、联系人、合伙人和代表概未作出任何声明和作出任何保证或承诺或担保，表明全球发售将（在任何特定时限内或始终）继续进行或完成，或发售价没有定于公开文件列明的指示性区间内，以及如果全球发

售因任何原因而延迟、未进行或未完成，或发售价没有定于公开文件列明的指示性区间内，前述人士概不会对投资者及其联属人士负有任何责任，且投资者特此放弃以全球发售因任何原因推迟或未按预期日期和时间完成或根本未完成或发售价不在公开文件所载指示性范围内为由向本公司、联席保荐人、整体协调人、联席全球协调人及其各自的联属人士提起任何索赔或诉讼的任何权利（如有）；

- (b) this Agreement, the background information of the Investor and the relationship and arrangements between the Parties contemplated by this Agreement will be required to be disclosed in the Public Documents and other marketing and roadshow materials for the Global Offering and that the Investor will be referred to in the Public Documents and such other marketing and roadshow materials and announcements and, specifically, this Agreement will be a material contract required to be filed with regulatory authorities in Hong Kong and made available on display in connection with the Global Offering or otherwise pursuant to the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules;

本协议、投资者的背景信息及本协议所预期的订约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及路演材料中披露，而且公开文件及该等其他营销及路演材料及公告会提述投资者，特别是，根据《公司（清盘及杂项条文）条例》和《上市规则》，就全球发售或其他事宜而言，本协议将属重大合约，须在香港监管机构存档及供公众查阅；

- (c) the information in relation to the Investor as required to be submitted to the Stock Exchange under the Listing Rules or on FINI will be shared with the Company, the Stock Exchange, SFC and such other Regulators as necessary and will be included in a consolidated placee list which will be disclosed on FINI to the Overall Coordinators;

成为根据上市规则要求向联交所提交的或在 FINI 上提交的有关投资者的信息将会与公司、中国证监会、联交所、证监会以及香港的其他监管机构共享，并将包含在整合获配售人名单中，该名单将在 FINI 上披露给参与全球发售的整体协调人；

- (d) the Offer Price is to be determined solely and exclusively in accordance with the terms and conditions of the Global Offering and the Investor shall not have any right to raise any objection thereto;

发售价将完全根据全球发售的条款及条件厘定，投资者并无任何权利对之作出任何反对；

- (e) the Investor Shares will be subscribed for by the Investor through the Overall Coordinators and the Joint Global Coordinators and/or their affiliates in their capacities as representatives of the international underwriters of the International Offering;

投资者股份将由投资者通过整体协调人、联席全球协调人及 / 或其联属人士以他们作为国际配售的国际包销商的代表身份认购；

- (f) the Investor will accept the Investor Shares on and subject to the terms and conditions of the memorandum and articles of association or other constituent or constitutional documents of the Company and this Agreement;

投资者将根据及依据本公司组织章程大纲、章程细则或其他章程或章程性质文件及本协议的条款和条件接受投资者股份；

- (g) the number of Investor Shares may be affected by re-allocation of Shares between the International Offering and the Hong Kong Public Offering pursuant to Practice Note 18 of the Listing Rules and Chapter 4.14 of the Listing Guide or such other percentage as may be approved by the Stock Exchange and applicable to the Company from time to time;

投资者股份的数量可被以下因素影响：在香港公开发售及国际配售期间按《上市规则》第 18 项应用指引及《上市指南》第 4.15 章而作出的重新分配或联交所不时批准适用于本公司的该等百分比；

- (h) the Overall Coordinators, the Joint Global Coordinators and the Company can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of satisfying Rule 8.08(3) of the Listing Rules which provides that no more than 50% of the Shares in public hands on the Listing Date can be beneficially owned by the three largest public shareholders;

整体协调人、联席全球协调人及本公司可全权酌情调整投资者股份数目的分配，以符合《上市规则》第 8.08 (3)条的规定，该规则规定于上市日期由三大公众股东实益拥有的股份不得超过公众持有股份的 50%；

- (i) none of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, nor any of their respective subsidiaries, agents, directors, employees or affiliates, nor any other party involved in the Global Offering, takes any responsibility to any tax, legal, currency or other economic or other consequences of the subscription of, or in relation to any dealings in, the Investor Shares;

公司、联席保荐人、整体协调人或其各自的任何附属公司、代理、董事、雇员或联属公司或任何其他参与全球发售的人士概不对购买投资者股份或与有关任何投资者股份的交易承担任何税务、法律、货币或其他经济或其他后果的任何责任；

- (j) at or around the time of entering into this Agreement or at any time hereafter but before the closing of the International Offering, the Company, the Joint Sponsors, the Overall Coordinators and/or the Joint Global Coordinators have entered into, or may and/or propose to enter into, agreements for similar investments with one or more other investors as part of the International Offering;

在或接近签订本协议时或其后（但须在任何在国际配售交割前），本公司、联席保荐人、整体协调人及 / 或联席全球协调人已经或可能及 / 或打算和一个或多个其他投资者签订类似投资的协议作为国际配售的一部份；

- (k) the Investor Shares have not been and will not be registered under the Securities Act or the securities law of any state or other jurisdiction of the United States and may not be offered, resold, pledged or otherwise transferred directly or indirectly in the United States or to or for the account or benefit of any U.S. Person except pursuant to an effective registration statement or an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, or in any other jurisdiction or for the account or benefit of any persons in any other jurisdiction except as allowed by applicable Laws of such jurisdiction;

投资者股份尚未亦将不会根据《证券法》或美国任何州证券或其他司法权区法律登记，且不得在美国或向或为任何美国人士或为其利益或为其利益或在任何其他司法权区为任何人士本身或为其利益而直接或间接地发售、转售、质押或另行转让投资者股份，除非根据有效登记声明或获豁免《证券法》登记要求者或不受上述者规限的交易除外（对于任何其他司法管辖区而言，则获有关司法权区适用法律允许者除外）；

- (l) it understands and agrees that transfer of the Investor Shares may only be made outside the United States in an “offshore transaction” (as defined in Regulation S under the Securities Act) in accordance with Regulation S and in each case, in accordance with any applicable securities laws of any state of the United States and any other jurisdictions, and any share certificate(s) representing the Investor Shares shall bear a legend substantially to such effect;

投资者明白及同意投资者股份的转让仅可根据 S 规例在美国境外通过「离岸交易」（定义见《证券法》S 规例）进行，并在各情况而言根据任何美国州份及任何其他司法管辖区适用的证券法律，及代表投资者股份的任何股票须附有以上大致情况的备注；

- (m) it understands that none of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or any of the international underwriters of the International Offering, or their respective subsidiaries, affiliates, directors, supervisors (where applicable), officers, employees, staff, agents, advisors, associates, partners and representatives, has made any representation as to the availability of Rule 144A or any other available exemption under the Securities Act for the subsequent reoffer, resale, pledge or transfer of the Investor Shares;

投资者明白，本公司、联席保荐人、整体协调人、联席全球协调人或国际配售的任何国际包销商及其各自附属公司、联属人士、董事、监事（如适用）、高级人员、雇员、员工、代理、顾问、联营公司、合伙人和代表均无对后续再销售、转售、质押或转让投资者股份就《证券法》下第 144A 条规则或任何其他适用豁免的可用性作出任何声明；

- (n) except as provided for under clause 5.2, to the extent any of the Investor Shares are held by a subsidiary, the Investor shall procure that this subsidiary remains a wholly-owned subsidiary of the Investor and continues to adhere to and abide by the terms and conditions hereunder for so long as such subsidiary continues to hold any of the Investor Shares before the expiration of the Lock- up Period;

除第 5.2 条规定外，对于附属公司持有任何投资者股份，则只要该附属公司在禁售期届满前持续持有任何投资者股份，投资者须促使该附属公司依然为投资者的全资附属公司，及其持续符合及遵守本协议的条款及条件；

- (o) it has received (and may in the future receive) information that may constitute material, non-public information and/or inside information as defined in the SFO in connection with the Investor's investment in (and holding of) the Investor Shares, and it shall: (i) not disclose such information to any person other than to its affiliates, subsidiaries, directors, officers, employees, advisers and representatives (the "**Authorized Recipients**") on a strictly need-to-know basis for the sole purpose of evaluating its investment in the Investor Shares or otherwise required by Laws, until such information becomes public information through no fault on the part of the Investor or any of its Authorized Recipients; (ii) use its best efforts to ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not disclose such information to any person other than to other Authorized Recipients on a strictly need-to-know basis; and (iii) not and will ensure that its Authorized Recipients (to whom such information has been disclosed in accordance with this clause 6.1(p)) do not purchase, sell or trade or alternatively, deal, directly or indirectly, in the Shares or other securities or derivatives of the Company or its affiliates or associates in a manner that could result in any violation of the securities laws (including any insider trading provisions) of the United States, Hong Kong, the PRC or any other applicable jurisdiction relevant to such dealing;

投资者已收取（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》）的信息：(i) 除按需知情基准向其联属人士、附属公司、董事、高级人员、雇员、顾问和代表（「**获授权代表**」）披露仅作评估投资投资者股份用途或法律要求外不得向任何人士披露有关信息，直至有关信息在投资者或其任何获授权代表没有过失的情况下变成公开信息；(ii) 彼等各自将尽最大努力确保其获授权代表（按照本第 6.1(p)条获透露有关信息透露的人士）不会向获授权代表以外人士披露有关信息（按需知情基准披露者除外）；以及 (iii)并无及将确保其获授权代表（按照本第 6.1(p)条将获透露有关信息的人士）不会以将导致任何违反美国、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律（包括任何内幕人士交易规定）的方式，直接或间接购买、出售或买卖或以其他方式交易本公司或其联属人士或联系人的股份或其他证券或衍生工具；

- (p) the information contained in this Agreement, the draft Prospectus and the draft Preliminary Offering Circular provided to the Investor and/or its representatives on a confidential basis and any other material which may have been provided (whether in writing or verbally) to the Investor and/or its representatives on a confidential basis may not be reproduced, disclosed, circulated or disseminated to any other person and such information and materials so provided are subject to change, updating, amendment and completion, and should not be relied upon by the Investor in determining whether to invest in the Investor Shares. For the avoidance of doubt:

以保密基础提供予投资者的本协议、招股章程草稿、初步发售通函草稿所载信息以及任何其他可能已以保密基础提供予投资者及／或其代表的材料（不论书面或口头

上的) 均不可向任何其他人士复制、披露、传阅或散播, 及如此提供的任何其他信息或材料可予更改、更新、修订及完成, 投资者在决定是否投资投资者股份时不应依赖有关信息。为免生疑问:

- (i) neither the draft Prospectus nor the draft Preliminary Offering Circular nor any other materials which may have been provided to the Investor and/or its representatives constitutes an invitation or offer or the solicitation to acquire, purchase or subscribe for any securities in any jurisdiction where such offer, solicitation or sale is not permitted and nothing contained in either the draft Prospectus or the draft Preliminary Offering Circular or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives shall form the basis of any contract or commitment whatsoever;

招股章程草稿、初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料均不构成邀请或要约或招揽于任何不允许有关要约、招揽或销售的司法管辖权区收购、购买或认购任何证券, 而任何载于招股章程草稿或初步发售通函草稿或可能提供予投资者及 / 或其代表的任何其他材料 (不论书面或口头上) 均不构成任何合约或承担的基础;

- (ii) no offers of, or invitations to subscribe for, acquire or purchase, any Shares or other securities shall be made or received on the basis of the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) to the Investor and/or its representatives; and

不得以初步发售通函草稿或招股章程草稿或任何其他可能提供予投资者及 / 或其代表的材料为基础, 作出或接收认购、收购或购买任何股份或其他证券的书面或口头要约或邀请; 及

- (iii) the draft Preliminary Offering Circular or the draft Prospectus or any other materials which may have been provided (whether in writing or verbally) or furnished to the Investor, may be subject to further amendments subsequent to the entering into this Agreement and should not be relied upon by the Investor in determining whether to invest in the Investor Shares and the Investor hereby consents to such amendments (if any) and waives its rights in connection with such amendments (if any);

初步发售通函草稿或招股章程草稿或可能提供予投资者的任何其他材料 (不论书面上或口头上) 有可能在本协议签订后再作出更改, 投资者不应倚赖相关草稿来决定是否投资于投资者股份。投资者谨此对上述修改 (如有) 作出同意并舍弃与上述修改 (如有) 相关的权利;

- (q) this Agreement does not, collectively or separately, constitute an offer of securities for sale in the United States or any other jurisdictions in which such an offer would be unlawful;

本协议并不集体或分别构成于美国或任何其他有关要约属非法的司法管辖权区出售证券的要约；

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

投资者已被给予询问本公司、联席保荐人、整体协调人及联席全球协调人有关本公司、投资者股份或其认为对评估认购投资者股份的优点及风险必要或可取的其他相关事宜的问题并获得解答的机会，且本公司已向投资者及 / 或其代理提供有关投资者或代投资者要求的投资投资者股份的所有文件和信息；

- (s) in making its investment decision, the Investor has relied and will rely only on information provided in the International Offering Circular issued by the Company and not on any other information which may have been furnished to the Investor by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators and/or the Joint Global Coordinators (including their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates) on or before the date hereof, and none of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates makes any representation and gives any warranty or undertaking as to the accuracy or completeness of any such information or materials not contained in the International Offering Circular and none of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and their respective directors, officers, employees, advisors, agents, representatives, associates, partners and their affiliates has or will have any liability to the Investor or its respective directors, officers, employees, advisors, agents, representatives, associates, partners and affiliates resulting from their use of or reliance on such information or materials, or otherwise for any information not contained in the International Offering Circular;

在作出投资决定时，投资者仅已及将依赖本公司发布的国际配售通函所提供的信息，并未或将会不会依赖本公司、联席保荐人、整体协调人及 / 或联席全球协调人或代本公司、联席保荐人、整体协调人及 / 或联席全球协调人于本协议日期或之前提供给投资者（包括其董事、高级人员、雇员、顾问、代理、代表、联系人、合伙人及联属人士），且可能与国际配售通函中提供的信息相冲突、未载入当中或被当中信息所取代的任何其他信息，以及本公司、联席保荐人、整体协调人、联席全球协调人其各自董事、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配售通函中未载列的任何信息的准确性或完整性作出任何声明及提供任何保证或承诺，且本公司、联席保荐人、整体协调人、联席全球协调人及其各自顾问及其联属人士不因使用该等信息而曾经或将会对投资者或其各自的董事、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责任；

- (t) none of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the other underwriters of the Global Offering and their respective directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives, partners and advisors has made any warranty, representation or recommendation to it as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith; and except as provided in the final International Offering Circular, none of the Company and its directors, officers, employees, subsidiaries, agents, associates, affiliates, representatives and advisors has made any warranty, representation or recommendation to the Investor as to the merits of the Investor Shares, the subscription, purchase or offer thereof, or as to the business, operations, prospects or condition, financial or otherwise, of the Company or members of the Group or as to any other matter relating thereto or in connection therewith;

联席保荐人、整体协调人及联席全球协调人、其他包销商或他们各自的董事、高级管理人员、雇员、附属公司、代理、联系人、代表、合伙人及联属人士概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。除最终国际发售通函所载列者外，本公司及其董事、高级管理人员、雇员、附属公司、代理、联系人、联属人士、代表及顾问概无就投资者股份的优点或投资者股份的认购、购买或发售或本公司或本集团成员的业务、营运、前景或状况、财务或其他方面或任何其他有关上述者或与之关连的事宜作出任何保证、声明或推荐意见。

- (u) the Investor will comply with all restrictions (if any) applicable to it from time to time under this Agreement, the Listing Rules and any applicable Laws on the disposal by it (directly or indirectly), of any of the Relevant Shares in respect of which it is or will be (directly or indirectly) or is shown by the Prospectus to be the beneficial owner;

投资者会遵守本协议、《上市规则》及任何适用法律下不时适用其处置（直接或间接）任何相关股份（就此而言其属或将为（直接或间接）或招股章程显示为实益拥有人）的所有限制（如有）；

- (v) it has conducted its own investigation with respect to the Company, the Group and the Investor Shares and the terms of the subscription of the Investor Shares provided in this Agreement, and has obtained its own independent advice (including tax, regulatory, financial, accounting, legal, currency and otherwise) to the extent it considers necessary or appropriate or otherwise has satisfied itself concerning, including the tax, regulatory, financial, accounting, legal, currency and otherwise related to the investment in the Investor Shares and as to the suitability thereof for the Investor, and has not relied, and will not be entitled to rely, on any advice (including tax, regulatory, financial, accounting, legal, currency and otherwise), due diligence review or investigation or other advice or comfort obtained or conducted (as the case may be) by or on behalf of the Company or any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or other underwriters or the Capital Market Intermediaries in connection with the



Global Offering and none of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or their respective associates, affiliates, directors, officers, employees, advisors or representatives takes any responsibility as to any tax, regulatory, financial, accounting, legal, currency or other economic or other consequences of the subscription for or in relation to any dealings in the Investor Shares;

投资者已就本公司，本集团及投资者股份及本协议载列的投资者股份认购条款自行进行调查，且已获得其认为必要或适当或其自身就包括有关投资于投资者股份的税务、监管、财务、会计、法律、货币及其他方面信纳以及其对于投资者而言的适合性的自身独立建议（包括税务、监管、财务、会计、法律、货币及其他方面），以及并未依赖及将无权依赖本公司或任何联席保荐人、整体协调人、联席全球协调人或其他包销商、资本市场中介人（或为彼等）就全球发售获取或开展（视情况而定）的任何建议（包括税务、监管、财务、会计、法律、货币及其他方面）或任何尽职审查或调查或其他建议或告慰，且本公司、联席保荐人、整体协调人、联席全球协调人或他们各自的联系人、联属人士、董事、高级人员、雇员、顾问或代表概不对认购投资者股份或与投资者股份交易有关的任何税务、监管、财务、审计、法律、货币或其他经济或其他后果承担任何责任；

- (w) it understands that no public market now exists for the Investor Shares, and that the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, the Capital Market Intermediaries have made no assurances that a public market will ever exist for the Investor Shares;

投资者明白，投资者股份目前并无公开市场，及本公司、联席保荐人、整体协调人、联席全球协调人及资本市场中介人高级人员并未就投资者股份将存在公开市场作出任何保证；

- (x) in the event that the Global Offering is delayed or terminated or is not completed for any reason, no liabilities of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators or any of their respective associates, affiliates, directors, officers, employees, advisors, agents or representatives to the Investor or its subsidiaries will arise;

如全球发售因任何原因延迟或终止或未能完成，本公司、联席保荐人、整体协调人、联席全球协调人或任何其各自的联系人、联属人士、董事、高级人员、雇员、顾问、代理或投资者代表或其各自的附属公司均不会负有责任；

- (y) the Company, the Overall Coordinators and the Joint Global Coordinators will have absolute discretion to change or adjust (i) the number of Shares to be issued under the Global Offering; and (ii) the number of Shares to be issued under the Hong Kong Public Offering and the International Offering, respectively;

本公司、整体协调人及联席全球协调人对变更或调整(i)全球发售项下待发行的股份数目及(ii) 香港公开发售及国际配售项下分别待发行的股份数目拥有绝对酌情权；

- (z) any trading in the Shares is subject to compliance with applicable Laws, including the restrictions on dealing in shares under the SFO, the Listing Rules, the Securities Act and any other applicable Laws of any competent securities exchange;

买卖相关股份须遵守适用的法律法规，包括证券及期货条例、上市规则、证券法及任何其他适用法律、法规或任何有资格的证券交易所的相关规则对股票买卖的限制；

- (aa) there are no other agreements in place between the Investor on one hand, and the Company, any of the Company's shareholders, the Overall Coordinators, the Joint Global Coordinator and/or the Joint Sponsors on the other hand in relation to the Global Offering, other than this Agreement and the confidentiality agreement between the Investor and the Company (if any) leading up to the Investor's subscription of the Investor Shares;

投资者（一方）与公司、公司任何股东、整体协调人及/或联席保荐人（另一方）之间并无就全球发售订立任何其他协议（本协议及投资者与公司签订的保密协议（如有）除外）；

- (bb) any offer, sale, pledge or other transfer made other than in compliance with the restrictions in this Agreement will not be recognised by the Company in respect of the Relevant Shares; and

公司将不承认任何不符合本协议所述限制的与相关股份的要约、出售、质押或其他转让；及

- (cc) the Investor has agreed that the payment for the Aggregate Investment Amount and the related Brokerage and Levies shall be made by 8:00 a.m. (Hong Kong time) on the Listing Date or such other date as agreed in accordance with clause 4.5.

投资者同意投资者股份的相关总投资金额及相关经纪佣金和征费，须于上市日期香港时间上午 8 时正或根据第 4.5 条协定的其他日期之前缴付。

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

投资者进一步向本公司、联席保荐人、整体协调人及联席全球协调人声明、保证和承诺：

- (a) it has been duly incorporated and is validly existing under the Laws of its place of incorporation and that there has been no petition filed, order made or effective resolution passed for its liquidation or winding up;

投资者根据其注册成立地点的法律妥为注册成立并有效存续，并无就其清算或清盘而提出任何呈请、命令或通过决议案；

- (b) it is qualified to receive and use the information under this Agreement (including, among others, this Agreement, the draft Prospectus and the draft Preliminary Offering Circular), which would not be contrary to any Laws applicable to the

Investor or would require any registration or licensing within the jurisdiction that the Investor is in;

其有资格接收和使用本协议项下的资料（包括但不限于本协议、招股章程草拟本和初步发行通函草拟本），这不会违反适用于该投资者的所有法律或需要在该投资者所在的司法管辖区内进行任何注册或获得许可；

- (c) it has the legal right and authority to own, use, lease and operate its assets and to conduct its business in the manner presently conducted;

投资者具有按当前方式拥有、使用、租赁及经营其资产，及开展其业务的法定权利和权限；

- (d) it has full power, authority and capacity, and has taken all actions (including obtaining all necessary consents, approvals and authorizations from any governmental and regulatory bodies or third parties) required to execute and deliver this Agreement, enter into and carry out the transactions as contemplated in this Agreement and perform its obligations under this Agreement and thus its performance of its obligation under this Agreement is not subject to any consents, approvals and authorizations from any governmental and regulatory bodies or third parties except for the conditions set out under clause 3.1;

投资者拥有订立本协议及履行其于本协议项下的义务的十足权力、权限及能力，且已采取订立及交付本协议、订立及进行本协议项下拟进行的交易及履行其于本协议下的义务所有所需行动（包括取得任何政府或监管机构或其他第三方的所有所需同意、批准及授权），因此，除第 3.1 条规定的条件外，其履行本协议项下的义务不受任何政府和监管机构或第三方的同意、批准和授权的约束；

- (e) this Agreement has been duly authorized, executed and delivered by the Investor and constitutes a legal, valid and binding obligation of the Investor enforceable against it in accordance with the terms of this Agreement;

本协议已获投资者妥为授权、执行及交付，并构成合法有效而且对投资者具约束力及可向他们按本协议条款行使的责任。

- (f) it has taken, and will during the term of this Agreement, take all necessary steps to perform its obligations under this Agreement and to give effect to this Agreement and the transactions contemplated in this Agreement and to comply with all relevant Laws;

投资者已采取及将在本协议期间采取履行本协议下义务、令本协议下拟进行的交易及本协议生效所需的所有必要行动，并遵守所有相关法律；

- (g) (i) all consents, approvals, authorizations, permissions and registrations (the “**Approvals**”) under any relevant Laws applicable to the Investor and required to be obtained by the Investor in connection with the subscription for the Investor Shares under this Agreement have been obtained and are in full force and effect; (ii) none of the Approvals is subject to any condition precedent which has not been fulfilled or performed; and (iii) such Approvals have not been withdrawn as at the

date of this Agreement, nor is the Investor aware of any facts or circumstances which may render the Approvals to be invalidated, withdrawn or set aside. The Investor further agrees and undertakes to notify the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators forthwith if the Approvals cease to be in full force and effect for any reason;

(i) 所有按任何适用于投资者的相关法律投资者须就本协议而认购的投资者股份需取得的同意、批准、授权、许可及登记（「批准」）已被取得及具十足效力及效用；(ii) 不受限于任何尚未被满足或履行的先决条件；及 (iii) 截至本协议日期，该等批准并无被撤回，投资者亦不知悉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，如果批准因任何原因不再具有完全效力和作用，将立即通知本公司、联席保荐人、整体协调人和联席全球协调人。

- (h) the execution and delivery of this Agreement by the Investor, and the performance by it of this Agreement and the subscription for or acquisition of (as the case may be) the Investor Shares will not contravene or result in a contravention by the Investor of (i) the memorandum and articles of association or other constituent or constitutional documents of the Investor or (ii) the Laws of any jurisdiction to which the Investor is subject in respect of the transactions contemplated under this Agreement or which may otherwise be applicable to the Investor in connection with the Investor's subscription for or acquisition of (as the case may be) the Investor Shares or (iii) any agreement or other instrument binding upon the Investor or (iv) any judgment, order or decree of any Governmental Authority having jurisdiction over the Investor;

就投资者签立及交付本协议、履行本协议及认购或收购（视乎情况而定）投资者股份而言，投资者将不会抵触或上述者不会导致投资者抵触：(i) 投资者的组织章程大纲及组织章程细则（或同等章程或章程性文件）的任何条文；或 (ii) 投资者就本协议下拟进行的交易须遵守的任何司法管辖区法律，或就投资者认购或收购（视乎情况而定）投资者股份以其他方式分别适用于投资者的法律；或 (iii) 对投资者具有约束力的任何协议或 其他文书(iv)对投资者具有管辖权的任何有关政府部门的任何判决、命令或法令；

- (i) it has complied and will comply with all applicable Laws in all jurisdictions relevant to the subscription for the Investor Shares, including to provide information, or cause or procure information to be provided, either directly or indirectly through the Company, the Joint Sponsors, the Overall Coordinators and/or the Joint Global Coordinators, to the Stock Exchange, the SFC, the CSRC and/or any other governmental, public, monetary or regulatory authorities or bodies or securities exchange (collectively, the "**Regulators**"), and agrees and consents to the disclosure of, such information, in each case, as may be required by applicable Laws or requested by any of the Regulators from time to time (including, without limitation, (i) identity information of the Investor and its ultimate beneficial owner and/or the person(s) ultimately responsible for the giving of the instruction relating to the subscription for the Investor Shares ((including, without limitation, their respective names and places of incorporation); (ii) the transactions contemplated hereunder (including, without limitation, the details of subscription for the Investor Shares, the number of the Investor Shares, the Aggregate Investment Amount, and the lock-up restrictions under this Agreement); (iii) any swap arrangement or

other financial or investment product involving the Investor Shares and the details thereof (including, without limitation, the identity information of the subscriber and its ultimate beneficial owner and the provider of such swap arrangement or other financial or investment product); and/or (iv) any connected relationship between the Investor or its beneficial owner(s) and associates on one hand and the Company and any of its shareholders on the other hand) (collectively, the **"Investor-related Information"**) within the time and as requested by any of the Regulators. the Investor further authorizes each of the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators or their respective affiliates, directors, officers, employees, advisors and representatives to disclose any Investor-related Information to such Regulators and/or in any Public Document or other announcement or document as required under the Listing Rules or applicable Laws or as requested by any relevant Regulators;

投资者已经遵守并会遵守所有司法管辖区所有适用于认购投资者股份的法律，包括直接或间接通过公司、联席保荐人提供信息，或促使或促使提供信息、总协调员及/或联席全球协调员，向联交所、证监会、中国证监会及/或任何其他政府、公共、货币或监管机构或机构或证券交易所（统称“**监管机构**”）披露，以及同意并同意在每种情况下根据适用法律的要求或任何监管机构不时的要求披露此类信息（包括但不限于 (i) 投资者的身份信息 and 最终受益所有人和/或最终负责发出与认购投资者股份有关的指示的人（包括但不限于他们各自的姓名和名称）公司注册地）； (ii) 本协议项下拟进行的交易（包括但不限于认购投资者股份的详情、投资者股份数量、投资总额以及本协议项下的禁售限制）； (iii) 涉及投资者股份的任何互换安排或其他金融或投资产品及其详细信息（包括但不限于认购者及其最终受益所有人以及该互换安排或其他金融或投资产品的提供者的身份信息）； (iv) 投资者实益拥有人和联系人与公司及其任何股东之间的任何关联关系（统称为，**“投资者相关信息”**）在任何监管机构要求的时间内，投资者进一步授权公司、联席保荐人、整体协调人和联席全球协调人或其各自的关联公司、董事、高管、员工、顾问和代表根据上市规则或适用法律的要求或任何相关监管机构的要求，向此类监管机构和/或在任何公开文件或其他公告或文件中披露任何与投资者相关的信息；

- (j) the Investor has such knowledge and experience in financial and business matters that (i) it is capable of evaluating the merits and risks of the prospective investment in the Investor Shares; (ii) it is capable of bearing the economic risks of such investment, including a complete loss of the investment in the Investor Shares; (iii) it has received all the information it considers necessary or appropriate for deciding whether to invest in the Investor Shares; and (iv) it is experienced in transactions of investing in securities of companies in a similar stage of development;

投资者拥有有关财务及商业事宜的知识及经验，以致 (i) 其能评估投资者股份潜在投资的优点及风险； (ii) 其能够承担该等投资的经济风险，包括完全损失于投资者股份的投资； (iii) 其已收到其认为对决定是否投资投资者股份而言属必要或恰当的所有信息；及 (iv) 其在投资发展程度类似之公司的证券的交易方面具备经验；

- (k) its ordinary business is to buy or sell shares or debentures or it is a Professional Investor, it has read and understood the Professional Investor Treatment Notice set forth in Schedule 3 to this Agreement and acknowledges and agrees to the representations and consents contained in such notice, in which the expressions “you” or “your” shall mean “the Investor,” and “we” or “us” or “our” shall mean the Company, the Joint Sponsors, the Overall Coordinators, and the Joint Global Coordinators and their respective affiliate(s) (as the case may be) and by entering into this Agreement, it is not a client of any of the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators in connection with the transactions contemplated thereunder;

投资者的通常业务是买卖股份或债权，或是专业投资者，已阅读和理解本协议附表三所载的被视作专业投资者对待的通知，并确认和同意该通知所载的声明和同意，其中“您”或“您的”应指“投资者”，和“我们”或“我们的”应指公司、联合保荐人、总协调人和联席全球协调人及其各自的联属公司（视情况而定）而且并不会因签订本协议而成为任何联席保荐人、整体协调人或联席全球协调人及其项下交易相关的客户；

- (l) it is subscribing for the Investor Shares as principal for its own account and for investment purposes and on a proprietary investment basis without a view to making distribution of any of the Investor Shares subscribed by it hereunder, and the Investor is not entitled to nominate any person to be a director or officer of the Company;

投资者正为自身利益、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，投资者无权提名任何人士为本公司的董事或高级人员；

- (m) it is doing so in an “offshore transaction” within the meaning of Regulation S under the Securities Act and it is not a U.S. Person;

投资者是透过「离岸交易」（定义见《证券法》S 规例）认购投资者股份，而且并不是美国人士；

- (n) the Investor is subscribing for the Investor Shares in a transaction exempt from, or not subject to, registration requirements under the Securities Act;

投资者透过豁免于或不受限于《证券法》登记规定的交易而认购投资者股份；

- (o) the Investor and the Investor’s beneficial owner(s) and/or associates (i) are third parties independent of the Company; (ii) are not connected persons (as defined in the Listing Rules) or associates thereof of the Company and the Investor’s subscription for the Investor Shares will not result in the Investor and its beneficial owner(s) and/or associates becoming connected persons (as defined in the Listing Rules) of the Company notwithstanding any relationship between the Investor and any other party or parties which may be entering into (or have entered into) any other agreement or agreements referred to in this Agreement and will, immediately after completion of this Agreement, be independent of and not be acting in concert with (as defined in the Hong Kong Code on Takeovers and Mergers), any

connected persons in relation to the control of the Company; (iii) have the financial capacity to meet all obligations arising under this Agreement; (iv) are not, directly or indirectly, financed, funded or backed by (1) any core connected person (as defined in the Listing Rules) of the Company or (2) the Company, any of the directors, chief executives, controlling shareholder(s), substantial shareholder(s) or existing shareholder(s) of the Company or any of its subsidiaries, or a close associate (as defined in the Listing Rules) of any of the them, and are not accustomed to take and have not taken any instructions from any such persons in relation to the acquisition, disposal, voting or other disposition of securities of the Company; and (v) have no connected relationship with the Company or any of its shareholders, unless otherwise disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing;

投资者及投资者的实益持有人及 / 或联系人 (i) 是本公司的独立第三方; (ii) 并非本公司的关连人士 (定义见《上市规则》) 或联系人, 而投资者对投资者股份的认购并不会导致投资者及其实益持有人及 / 或联系人变成本公司的关连人士 (定义见《上市规则》), 不论投资者及任何其他可能会 (或已经) 签订本协议所提述的任何其他协议的其他人士之间的任何关系, 并且会在紧接本协议的完成后, 独立于并且不会和其他与本公司控制权相关的任何关连人士采取一致行动 (定义见《香港公司收购及合并守则》); (iii) 有财务能力履行本协议项下的所有义务; (iv) 并非直接地或间接地受(1)本公司的核心关连人士 (定义见上市规则) 或 (2) 本公司或其任何附属公司的任何董事、最高行政人员、控股股东、主要股东或现有股东, 或任何公司的紧密联系人 (定义见上市规则) 融资、资助或支持, 亦并非惯常听从及没有听从任何该等人士有关收购、出售、投票或其他处置本公司证券的指示; 及(v)本公司或其任何股东不存在关联关系, 除非向本公司、联席保荐人、整体协调人另行书面披露;

- (p) each of the Investor, its beneficial owner(s) and/or associates is not a “connected client” of any of the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the Capital Market Intermediaries or the other bookrunner(s), lead manager(s) or underwriters of the Global Offering, or the lead broker or any distributors, and does not fall under any category of the persons described under Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules. The terms “connected client”, “lead broker” and “distributor” shall have the meanings ascribed to them in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者、其实益拥有人、联系人及 / 或紧密联系人均非联席保荐人、整体协调人、联席全球协调人、资本市场中介人或任何其他全球发售的账簿管理人、牵头经办人或包销商、或牵头经纪商或任何分销商的「关连客户」, 且不属于《上市规则》附录 F1《股权证券配售指引》所述任何类别的人士。「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》赋予的涵义;

- (q) the Investor’s account is not managed by the relevant exchange participant (as defined in the Listing Rules) in pursuance of a discretionary managed portfolio agreement. The term “**discretionary managed portfolio**” shall have the meaning ascribed to it in Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules;

投资者的账户并非由相关交易所参与者（定义见《上市规则》）按全权管理投资组合协议管理。「全权管理投资组合」一词具《上市规则》附录 F1《股本证券的配售指引》所赋予该词的涵义；

- (r) neither the Investor, its beneficial owner(s) nor their respective associates is a director (including as a director within the preceding 12 months of the date of this Agreement), supervisor or existing shareholder of the Company or its associates or a nominee of any of the foregoing;

投资者实益持有人，及其各自的联系人都并非本公司的董事（包括在本协议日期过去 12 个月内的董事）、监事或现时股东或其联系人或任何上述者的代理人；

- (s) save as previously notified to the Joint Sponsors and the Overall Coordinators in writing, neither the Investor nor its beneficial owner(s) fall within (a) any of the placee categories (other than "cornerstone investor") as set out in the Stock Exchange's FINI placee list template or required to be disclosed by the FINI interface or the Listing Rules in relation to placees; or (b) any of the groups of placees that would be required under the Listing Rules (including Rule 12.08A of the Listing Rules) to be identified in the Company's allotment results announcement;

除事先书面通知联席保荐人及整体协调人外，投资者或其实益拥有人均不属于(a) 联交所 FINI 获配售人名单模板或 FINI 有关获配售人界面或其他上市规则要求披露的任何获配售人类别（「基石投资者」除外）；或 (b)根据上市规则（包括其第 12.08A 条）规定须在公司配发结果公告中注明的任何获配售人类别；

- (t) the Investor has not entered and will not enter into any contractual arrangement with any "distributor" (as defined in Regulation S under the Securities Act) with respect to the distribution of the Shares, except with its affiliates or with the prior written consent of the Company;

投资者并未及将不会就分销股份与任何「分销商」（定义见《证券法》S 规例）订立任何合约安排，惟与其联属人士订立或经本公司事先书面同意则除外；

- (u) the subscription for the Investor Shares will comply with all applicable Laws including the provisions of Appendix F1 (Placing Guidelines for Equity Securities) to the Listing Rules and Chapter 4.15 of the Listing Guide published by the Stock Exchange ;

投资者收购投资者股份遵守所有适用法律，包括《上市规则》附录 F1《股本证券的配售指引》及联交所刊发之《上市指南》第 4.15 章的规定；

- (v) none of the Investor, its respective beneficial owner(s) and/or associates is subscribing for the Investor Shares under this Agreement with any financing (direct or indirect) by any of the Company, its subsidiaries or connected person of the Company, by the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, or by any one of the underwriters of the Global Offering or the Capital Market Intermediaries; the Investor and each of its associates, if any, is



independent of, and not connected with, the other investors who have participated or will participate in the Global Offering and any of their associates;

投资者、其实益拥有人及 / 或联系人在认购本协议项下投资者股份时并非受本公司、本公司的附属公司、本公司的任何关连人士、联席保荐人、整体协调人、联席全球协调人或任何一家全球发售包销商或资本市场中介人直接或间接提供资金或支持；投资者及其联系人（如有）各自独立于与其他已或将参与全球发售的其他投资者或其任何联系人，且与之概无关联；

- (w) no agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including the Listing Guide) has been or will be entered into or made between the Investors or its affiliates, directors, officers, employees or agents on the one hand and the Company or its Single Largest Shareholders, any member of the Group or their respective affiliates, directors, officers, employees or agents on the other hand;

公司或其单一最大股东、集团任何成员公司及其各自的联属人士、董事、高级人员、雇员及代理人均没有与任何投资者或其联属人士、董事、高级人员、雇员或代理人订立任何协议或安排，包括与上市规则（包括《上市指南》）不符的任何补充函件；

- (x) none of the Investor or any of its associates has applied or will apply for or place an order through the book-building process for any Shares under the Global Offering other than pursuant to this Agreement;

除本协议中有规定外，投资者或其联系人并未且不会在全球发售中通过建档流程申请或订购任何股份；

- (y) except as provided for in this Agreement, the Investor has not entered into any arrangement, agreement or undertaking with any Governmental Authority or any third party with respect to any of the Investor Shares;

除本协议规定外，投资者没有与任何政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺；

- (z) save as previously disclosed to the Company, the Joint Sponsors and the Overall Coordinators in writing, the Investor, its beneficial owner(s) and/or associates have not entered and will not enter into any swap arrangement or other financial or investment product involving the Investor Shares;

除之前以书面形式向本公司、联席保荐人和整体协调人披露的情况外，投资者、其实益拥有人和/或联系人尚未也不会达成任何互换安排或其他财务或投资涉及投资者股份的产品；

- (aa) the Investor will subscribe for the Investor Shares using its own fund and it has not obtained, and does not intend to obtain, a loan or other form of debt financing to meet its payment obligations under this Agreement.

投资者将以自有资金认购投资者股份且未获得也不打算获得贷款或其他形式的债务融资来履行其在本协议下的支付义务。

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

投资者向本公司、联席保荐人、整体协调人及联席全球协调人声明及保证，表示附表二所载有关其及其所属的公司集团的描述以及向监管机构和/或任何公司、联席保荐人、整体协调人及其各自附属公司提供和/或应监管机构和/或要求提供的所有投资者相关信息在所有方面真实、完整及准确及无误导性。在不损害第 6.1(b) 条规定的前提下，投资者不可撤销地同意于本公司或代表本公司发布的公开文件、营销及路演材料中及其他本公司、联席保荐人、整体协调人及 / 或联席全球协调人可就全球发售刊发的公告或展示的文件中提述及纳入其名称及对本协议作全部或部分描述（包括在附表二所载的说明），只要本公司、联席保荐人、整体协调人及联席全球协调人全权认为有需要即可。投资者承诺尽快提供有关其、其拥有权及 / 或本公司、联席保荐人、整体协调人及 / 或联席全球协调人可能合理要求的附表二所述事宜的其他信息及 / 或证明文件（包括其最终实益拥有权），以确保其遵守适用法律及 / 或公司或证券登记及 / 或主管监管机构（包括联交所、证监会及中国证监会）的要求。投资者谨此同意，审阅向投资者不时提供纳入于公开文件草稿及其他有关全球发售的营销材料中有关其及其所属的公司集团的描述，并作出投资者可能合理要求的有关修订（如有）后，投资者被视为保证有关其及其所属的公司集团的描述在所有方面属真实、准确及完整以及没有误导性。

- 6.4 The Investor understands that the warranties, undertakings, representations, confirmations and acknowledgements in clauses 6.1 and 6.2 are required in connection with Hong Kong Laws and the securities laws of the United States, amongst others. The Investor acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the other underwriters of the Global Offering, and their respective subsidiaries, agents, affiliates and advisers, and others will rely upon the truth, completeness and accuracy of the Investor's warranties, undertakings, representations, confirmations and acknowledgements set forth therein, and it agrees to notify the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators promptly in writing if any of the warranties, undertakings, representations, confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading in any respect.

投资者明白，依据（其中包括）香港法例及美国证券法律等须作出第 6.1 及 6.2 条所载的保证、承诺、声明、确认及承认。投资者承认，本公司、联席保荐人、整体协调人、联席全球协调人、全球发售的其他包销商、及其各自附属公司、代理、联属人士及顾问，及其他人士将依赖此处所载投资者的保证、承诺、陈述、确认及承认的真实性、完整性及准确性，且其同意，如在此处所载任何保证、承诺、陈述、确认或承认在任何方面不再准确及完整或变得具有误导性，会立即书面通知本公司、联席保荐人、整体协调人及联席全球协调人。

- 6.5 The Investor agrees and undertakes that the Investor will on demand fully and effectively indemnify and hold harmless, on an after tax basis, each of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the other underwriters of the Global Offering, each on its own behalf and on trust for its respective affiliates, any person who controls it within the meaning of the Securities Act as well as its respective officers, directors, employees, staff, associates, partners, agents and representatives (collectively, the “**Indemnified Parties**”), against any and all losses, costs, expenses, claims, actions, liabilities, proceedings or damages which may be made or established against such Indemnified Party in connection with the subscription of the Investor Shares, the Investor Shares or this Agreement in any manner whatsoever, including a breach or an alleged breach of this Agreement or any act or omission or alleged act or omission hereunder, by or caused by the Investor or its respective officers, directors, employees, staff, affiliates, agents, representatives, associates or partners, and against any and all costs, charges, losses or expenses which any Indemnified Party may suffer or incur in connection with or disputing or defending any such claim, action or proceedings on the grounds of or otherwise arising out of or in connection therewith.

投资者同意及承诺，在经要求后，投资者对本公司、联席保荐人、整体协调人、联席全球协调人、全球发售的其他包销商（各自为彼等本身及受托为其各自联属人士、任何控制其的人士（见《证券法》所赋予涵义）、其各自的高级人员、董事、雇员、职员、联系人、合伙人、代理及代表（统称「**获弥偿方**」））因认购投资者股份、投资者股份或本协议而可能以任何方式针对任何获弥偿方提起或确定的任何及所有亏损、成本、开支、申索、诉讼、负债、法律程序或损害（包括由投资者或其任何各自的高级人员、董事、雇员、职员、联属人士、代理、代表、联系人或合伙人（或由彼等导致）违反本协议或声称违反本协议或本协议项下任何行为或不作为或声称行为或不作为）及任何获弥偿方可能就任何该等申索、诉讼或法律程序或就于该等申索、诉讼或法律程序中争辩或辩护而由此或以其他方式因此或就此蒙受或招致的任何及所有成本、收费、亏损或开支，按税后基础作出全额弥偿及使各获弥偿方免于承担有关赔偿责任。

- 6.6 Each of the acknowledgements, confirmations, representations, warranties and undertakings given by the Investor under clauses 6.1, 6.2, 6.3, 6.4 and 6.5 (as the case may be) shall be construed as a separate acknowledgement, confirmation, representation, warranty or undertaking and shall be deemed to be repeated on the Listing Date. The Investor also acknowledges that the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators, the underwriters and the Capital Market Intermediaries will rely upon the truth and accuracy of the confirmations and acknowledgements by the Investor set forth therein, and the Investor agrees to notify the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Capital Market Intermediaries promptly in writing if any of the confirmations or acknowledgements therein ceases to be accurate and complete or becomes misleading.

投资者于本协议的第 6.1、6.2、6.3、6.4 及 6.5 条（视乎情况而言）下作出的承认、确认、陈述、保证及承诺均构成单独的承认、确认、陈述、保证及承诺，及须被视为于上市日期重申。投资者亦确认，本公司、联席保荐人、整体协调人、联席全球协调人、承销商和资本市场中介人将依赖投资者的确认和承认的真实性和准确性，并且投资者同意，如果其中的任何确认或承认不再准确和完整或变得误导，将立即书面通知本公司、联席保荐人、整体协调人、联席全球协调人和资本市场中介人。

- 6.7 The Company represents, warrants and undertakes that:

本公司声明、保证及承诺：

- (a) it has been duly incorporated and is validly existing under the laws of Cayman Islands;

其依据开曼群岛法律妥为注册成立及有效存续；

- (b) it has full power, authority and capacity, and has taken all actions required to enter into and perform its obligations under this Agreement;

其拥有订立本协议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) subject to payment and the Lock-Up Period provided under clause 5.1, the Investor Shares will, when delivered to the Investor in accordance with clause 4.4, be fully paid-up, freely transferable and free from all options, liens, charges, mortgages, pledges, claims, equities, encumbrances and other third party rights and shall rank pari passu with the Shares then in issue and to be listed on the Stock Exchange;

以付款后及第 5.1 条规定的禁售期为限，按第 4.4 条交付予投资者的投资者股份为全额缴足、可自由转让及不附带所有期权、留置权、押记、抵押、按揭、质押、申索、衡平法上的权利、产权负担及其他第三方权利，及须于当时已发行及将于联交所上市的股份享有同等地位。

- (d) none of the Company and its Single Largest Shareholders, any member of the Group and their respective affiliates, directors, officers, employees and agents have entered into any agreement or arrangement, including any side letter which is inconsistent with the Listing Rules (including Chapter 4.15 of the Listing Guide published by the Stock Exchange) with any of the Investors or its affiliates, directors, officers, employees or agents; and

本公司及其单一最大股东、其集团任何成员及其各自的联属人士、董事、高级人员、雇员或代理概不与任何投资者或其联属人士、董事、高级人员、雇员或代理签订任何的协议或安排，包括任何与上市规则不一致（包括联交所刊发之《上市指南》第 4.15 章）的附函；及

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

除本协议规定外，本公司或任何本集团的成员，以及其分别的联属人士、董事、高级人员、雇员或代理，均没有与政府部门或任何第三方签订任何有关投资者股份的安排、协议或承诺。

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

本公司承认、确认及同意投资者将依赖于国际配售通函所载的资料，以及就国际配售通函而言，投资者应拥有与购买国际配售中的其他购买股份的投资者相同的权利。

- 6.9 The Investor undertakes to promptly provide the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and the Capital Market Intermediaries all necessary assistance required to (i) fully comply with their obligations under all relevant laws and regulations (including but not limited to the Listing Rules, publications and the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission, any rules issued by the Stock Exchange, the SFC and/or and the CSRC from time to time) and (ii) satisfy requests or queries raised by the Stock Exchange, the SFC and/or the CSRC.

投资者承诺，就准备任何第 8.1 条要求的披露时提供所有即时协助（包括提供本公司、联席保荐人、整体协调人或联席全球协调人可能合理要求，有关其、其拥有权（包括其最终实益拥有权）及／或以其他形式与上述事宜相关的信息及／或证明文件），以 (i) 完全遵守其在所有相关法律及法规（包括但不限于联交所及／或证监会及／或中国证监会不时发出的《上市规则》、刊物及《证券及期货事务监察委员会持牌人或注册人操守准则》及任何规则）项下的责任及 (ii) 令本公司能够遵守适用的公司或证券登记及／或主管监管机构（包括联交所、证监会和中国证监会）的要求或询问。

## **7. TERMINATION 终止**

### **7.1 This Agreement may be terminated:**

本协议可：

- (a) in accordance with clauses 3.2 or 4.6;

根据第 3.2 条或第 4.6 条予以终止；

- (b) solely by the Company, or by the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators, in the event that there is a breach of this Agreement on the part of the Investor (or the wholly-owned subsidiary of the Investor in the case of transfer of Investor Shares pursuant to clause 5.2)(including a breach of the representations, warranties, undertakings and confirmations by the Investor under this Agreement) on or before the closing of the International Offering (notwithstanding any provision to the contrary to this Agreement); or

倘若投资者（如果根据第 5.2 条转让投资者股份，则为投资者的全资子公司）在国际配售结束日或以前 违反本协议（包括投资者违反其在本协议下作出的任何陈述，保证、承诺及确认），则由本公司、联席保荐人、整体协调人或联席全球协调人终止（即使本协议已有任何相反规定）；或

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

经本协议所有订约方书面同意予以终止。

### **7.2 In the event that this Agreement is terminated in accordance with clause 7.1, the Parties shall not be bound to proceed with their respective obligations under this Agreement (except for the confidentiality obligation under clause 8.1 set forth below) and the rights and liabilities of the Parties hereunder (except for the rights under clauses 6.5 and 11) shall cease and no Party shall have any claim against any other Parties without prejudice to the accrued rights or liabilities of any Party to the other Parties in respect of the terms herein at or before such termination. Notwithstanding the above, clause 6.5 and the indemnities given by the Investor shall survive notwithstanding the termination of this Agreement.**

倘若本协议根据第 7.1 条终止，订约方不需继续履行他们在本协议下各自的义务（除在第 8.1 条载列的保密义务）所约束，订约方的权利和责任（除在第 6.5 及第 11 条载列的权利）应停止。任何订约方不得任何向其他订约方提出申索，惟任何订约方就本协议条款，在协议终止时或之前就向其他订约方进已经应有的权利或责任则不受影响。尽管有上述规定，第 6.5 条以及投资者提供的赔偿在本协议终止后仍然有效。

## **8. ANNOUNCEMENTS AND CONFIDENTIALITY 公告及机密性**

### **8.1 Save as otherwise provided in this Agreement and the non-disclosure agreement entered into by the Investor, none of the Parties shall disclose any information concerning this Agreement or the transactions contemplated herein or any other**

arrangement involving the Company, the Joint Sponsors, the Overall Coordinators, Joint Global Coordinators, the Capital Market Intermediaries, and the Investor without the prior written consent of the other Parties. Notwithstanding the foregoing, this Agreement may be disclosed by any Party:

除本协议及投资者签订的保密协议另行规定者外，未经其他订约方事先书面同意，任何订约方均不得披露与本协议或本协议下拟定的交易或涉及本公司、联席保荐人、整体协调人、联席全球协调人、资本市场中介人及投资者的任何其他安排有关的任何信息。尽管有前述规定，任何订约方可向以下人士或机构披露本协议：

- (a) to the Stock Exchange, the SFC, the CSRC and/or other Regulators to which the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and/or the Capital Market Intermediaries is subject, and the background of the Investor and its relationship between the Company and the Investor may be described in the Public Documents to be issued by or on behalf of the Company and marketing, roadshow materials and other announcements to be issued by or on behalf of the Company, the Joint Sponsors, the Overall Coordinators, the Joint Global Coordinators and/or the Capital Market Intermediaries in connection with the Global Offering;

向联交所、证监会、中国证监会及／或管辖本公司、联席保荐人、整体协调人、联席全球协调人及资本市场中介人的相关监管机构披露，且投资者的背景及本公司与投资者之间的关系可在本公司或代表本公司发布的公开文件及由或代表本公司、联席保荐人、整体协调人、联席全球协调人及／或资本市场中介人就全球发售刊发的营销、路演材料及其他公告中进行描述；

- (b) to the legal and financial advisors, auditors, and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Parties on a need-to-know basis provided that such Party shall (i) procure that each such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party is made aware and complies with all the confidentiality obligations set forth herein and (ii) remain responsible for any breach of such confidential obligations by such legal, financial and other advisors, and affiliates, associates, directors, officers and relevant employees, representatives and agents of the Party; and

订约方法律顾问、财务顾问、核数师及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理（仅按需要知道的基础），前提是 (i) 该订约方须尽全力促使该方各法律顾问、财务顾问及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理知悉及遵守本条款项下所有保密责任，犹如他们为本协议下的订约方，以及 (ii) 对该订约方有关法律、财务及其他顾问以及联属人士、联系人、董事、高级人员及相关雇员、代表及代理任何违反有关保密责任的行为承担责任；及

- (c) otherwise by any Party as may be required by any applicable Law, any Governmental Authority or body with jurisdiction over such Party (including the Stock Exchange, the SFC and the CSRC) or stock exchange rules (including submitting this Agreement as a material contract to the Hong Kong Companies Registry for registration and on display on the websites of the Company and the

Stock Exchange in accordance with the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the Listing Rules) or any binding judgment, order or requirement of any competent Governmental Authority.

属任何适用法律、任何政府部门或对该订约方有管辖权的机构（包括联交所、证监会及中国证监会）或证券交易所规则（包括就本公司而言，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于本公司和联交所网站刊登）或任何具约束力的判决、命令或任何主管政府部门规定可能要求任何订约方作出披露者。

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

投资者不得就本协议或任何相关事宜作出其他指称或披露，惟投资者已事先咨询本公司、联席保荐人、整体协调人及联席全球协调人并获得他们就该披露的原则、形式及内容上的书面同意除外。

- 8.3 The Company shall use its reasonable endeavors to provide for review by the Investor of any statement in any of the Public Documents which relates to this Agreement, the relationship between the Company and the Investor and the general background information on the Investor prior to publication. The Investor shall cooperate with the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators to ensure that all references to it in such Public Documents are true, complete, accurate and not misleading and that no material information about it is omitted from the Public Documents, and shall provide any comments and verification documents promptly to the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators and their respective counsels.

本公司须尽合理努力将任何公开文件中涉及本协议、本公司与投资者之间的关系及投资者的一般背景资料的任何陈述在出版之前提供给投资者审阅。投资者须与本公司、联席保荐人、整体协调人及联席全球协调人通力合作以确保该等公开文件中与之有关的所有提述真实、完整、准确及不具误导性及公开文件并无遗漏有关其的重大资料，并应立即向本公司、联席保荐人、整体协调人及联席全球协调人及他们各自的律师提供任何意见及验证文件。

- 8.4 The Investor undertakes promptly to provide all assistance reasonably required in connection with the preparation of any disclosure required to be made as referred to in clause 8.1 (including providing such further information and/or supporting documentation relating to it, its background information, its relationship with the Company and its ownership (including ultimate beneficial ownership) and/or otherwise relating to the matters referred thereto which may reasonably be required by the Company, the Joint Sponsors, the Overall Coordinators or the Joint Global Coordinators) to (i) update the description of the Investor in the Public Documents subsequent to the date of this Agreement and to verify such references, and (ii) enable the Company, the Joint Sponsors and the Joint Global Coordinators to comply with applicable companies



or securities registration and/or the requests of competent Regulators, including the Stock Exchange, the SFC and the CSRC.

投资者承诺，就准备任何第 8.1 条要求的披露时提供所有即时协助（包括提供本公司、联席保荐人、整体协调人或联席全球协调人可能合理要求，有关其、其背景信息、其与公司的关系及其拥有权（包括其最终实益拥有权）及／或以其他形式与上述事宜相关的信息及／或证明文件），以 (i) 更新在本协议日期之后的公开文件中投资者 的描述及验证有关提述内容及 (ii) 令本公司、联席保荐人及联席全球协调人能够遵守适用的公司或证券登记及／或主管监管机构（包括联交所、证监会和中国证监会）的要求。

## 9. NOTICES 通知

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

根据本协议交付的所有通知须以英文或中文书面作出，并按第 9.2 条的方式交付至以下地址：

If to the Company, to:

若通知本公司：

Address: Unit 2308, 23/F, Lippo Centre Tower 1, 89 Queensway, Hong Kong

地址：香港金钟道 89 号力宝中心 1 座 23 楼 2308 室

Facsimile: /

传真：

Email: [ni\\_jinsong@cloudbreakpharma.com](mailto:ni_jinsong@cloudbreakpharma.com) /

[fung\\_anna@cloudbreakpharma.com](mailto:fung_anna@cloudbreakpharma.com)

电邮：

Attention: Finance team

联络人：

If to the Investor, to:

若通知投资者：

Address: Unit 13, Level 19, China World Office 1, No.1, Jianguomenwai Dajie, Chaoyang District, Beijing, China

地址：

Facsimile: /

传真：

Email: [haoran.liu@reynoldlemkins.com](mailto:haoran.liu@reynoldlemkins.com)

电邮:

Attention: Liu Haoran  
联络人:

If to CCBI, to:  
若通知建银国际:

Address: 12/F, CCB Tower, 3 Connaught Road Central, Central, Hong Kong

地址: 香港中环干诺道中 3 号中国建设银行大厦 12 楼

Facsimile: +852 2523 1943  
传真:

Email: [PROJECT\\_WATERLILY@ccbintl.com](mailto:PROJECT_WATERLILY@ccbintl.com)  
电邮:

Attention: ECM Team (Project Waterlily)  
联络人:

If to Huatai, to:  
若通知华泰:

Address: 62/F, The Center, 99 Queen's Road Central, Hong Kong  
地址: 香港皇后大道中 99 号中环中心 62 楼

Facsimile: +852 2169 0770  
传真:

Email: [projectwaterlily@htsc.com](mailto:projectwaterlily@htsc.com)  
电邮:

Attention: Project Waterlily Deal Team  
联络人:

- 9.2 Any notice delivered hereunder shall be delivered by hand or sent by facsimile or by email or by pre-paid post. Any notice shall be deemed to have been received, if delivered by hand, when delivered, and if by email, immediately after the time sent (as recorded on the device from which the sender sent the email, irrespective of whether the email is acknowledged, unless the sender receives an automated message that the email is not delivered) duly sent, and if sent by facsimile, on receipt of confirmation of transmission and if sent by pre-paid post, (in the absence of evidence of earlier receipt) 48 hours after it was posted (or six days if sent by air mail). Any notice received on a day which is not a business day shall be deemed to be received on the next following business day.

根据本协议交付的任何通知须由专人递送或透过传真、电邮或预付邮件传送。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，则在发送时间之后立即正式发送（如发件人发送电子邮件的设备所记录，无论电子邮件是否被确认，除非发件人收到电子邮件未送达的自动信息）；若通过传真发送，则为收到确认传输之时；若通过预付邮件发送（在无提前接收证据的情况下），则为邮递之后 48 小时（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一个营业日收到。

## **10. GENERAL 一般条款**

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

各订约方确认及表示本协议获其妥为授权、签立及交付，而本协议构成法律上有效及具约束力的义务，并可根据本协议条款针对其强制执行。除有本公司可要求的同意、批准及授权以进行全球发售外，本协议无需有关订约方法人、股东或其他同意、批准及授权，以履行本协议的义务，且各订约方进一步确认其能够履行本协议描述的义务。

- 10.2 Save for manifest error, calculations and determinations made in good faith by the Company, the Overall Coordinators and the Joint Global Coordinators shall be conclusive and binding with respect to the number of Investor Shares and the Offer Price and the amount of payment required to be made by the Investor for the purposes of this Agreement.

除明显错误外，就本协议而言，本公司、整体协调人及联席全球协调人善意作出有关投资者股份数目、发售价的计算及厘定以及投资者必须支付的金额应为最终且有约束力计算及决定。

- 10.3 The obligations of each of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators as stipulated in this Agreement are several (and not joint or joint and several). None of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators will be liable for any failure on the part of any of the other Joint Sponsors, Overall Coordinators and Joint Global Coordinators to perform their respective obligations under this Agreement and no such failure shall affect the right of any of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators to enforce the terms of this Agreement. Notwithstanding the foregoing, each of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators shall be entitled to enforce any or all of its rights under this Agreement either alone or jointly with the other Joint Sponsors, Overall Coordinators and Joint Global Coordinators, to the extent permitted by applicable Laws.

本协议规定的各联席保荐人、整体协调人和联席全球协调人的义务是各别承担的（而非是共同或共同且个别承担的）。联席保荐人、整体协调人和联席全球协调人不对任何其他联合保荐人、整体协调人和联席全球协调人未能履行本协议规定的各自义务承担责任，且任何其他联席保荐人、整体协调人和联席全球协调人未能履行本协议规定的义务均不影响任何联席保荐人、整体协调人和联席全球协调人执行本协议条款的权利。尽管有上述规定，各联席发起人、整体协调人和联席全球协调人有权在适用法律允许的范围内，单独或与其他联席发起人、整体协调人和联席全球协调人共同行使本协议规定的任何或所有权利。

- 10.4 The Investor, the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators shall cooperate with respect to any notifications to, or consents and/or approvals of, third parties which are or may be required for the purposes of or in connection with this Agreement.

投资者、本公司、联席保荐人、整体协调人及联席全球协调人在向第三方发送任何通知或为本协议目的或就本协议而需要或可能需要获取第三方同意及／或批准时应合作。

- 10.5 No alteration to, or variation of, this Agreement shall be effective unless it is in writing and signed by or on behalf of all the Parties.

除非经各方或其代表以书面形式作出并签署，否则本协议之任何变动或变更不得生效。

- 10.6 This Agreement will be executed in the English language only. The Chinese translation to this Agreement is provided herein for reference only.

本协议仅以英文签订。本协议载有的中文版本为翻译版本以供参考。

- 10.7 Unless otherwise agreed by the relevant Parties in writing, each Party shall bear its own legal and professional fees, costs and expenses incurred in connection with this Agreement, save that stamp duty arising in respect of any of the transactions contemplated in this Agreement shall be borne by the relevant transferor/seller and the relevant transferee/buyer in equal shares.

除非经各订约方以书面形式同意，否则各订约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，惟就本协议项下拟进行的任何交易产生的印花税则须由相关转让人 / 卖方及相关受让人 / 买方平分。

- 10.8 Time shall be of the essence of this Agreement but any time, date or period referred to in this Agreement may be extended by mutual written agreement between the Parties.

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、日期或期限可通过订约方之间的共同书面协议延期。

- 10.9 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding the Closing in accordance with clause 4 except in respect of those matters then already performed and unless they are terminated with the written consent of the Parties.

除与当时已经执行的该等事项有关者外，在可予履行或遵守的范围内，即使投资者根据第 4 条进行交割，本协议所有条文仍继续具有十足的效力及作用，惟订约方书面同意终止者除外。

- 10.10 Other than the non-disclosure agreement entered into by the Investor, this Agreement constitutes the entire agreement and understanding between the Parties in connection with the investment in the Company by the Investor. This Agreement supersedes all prior promises, assurances, warranties, representations, communications, understandings and agreements relating to the subject matter hereof, whether written or oral.

除了投资者签订的保密协议外，本协议构成订约方之间的整份协议及谅解。本协议取代及终结与他们之间有关本协议主旨事项的所有先前承诺、保证、声明、沟通、谅解及协议（无论书面或口头）。

- 10.11 To the extent otherwise set out in this Clause 10.11, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Ordinance:

除本第 10.11 条规限外，非本协议订约方的人士并无任何在《合约(第三者权利)条例》下的权利以执行本协议的任何条款，惟此并不影响第三方除《合约(第三者权利)条例》外已有的任何权利或济助：

- (a) Indemnified Parties may enforce and rely on Clause 6.5 to the same extent as if they were a party to this Agreement.

获弥偿方可执利及倚赖第 6.5 条，犹如他们是本协议的订约方。

- (b) This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of the persons referred to in sub-clause 10.11(a).

本协议可在没有于第 10.11(a) 条分条款提述的人士的同意下被终止或撤销，而任何条款可被修订、更改或免除。

- 10.12 Each of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators has the power and is hereby authorized to delegate all or any of its relevant rights, duties, powers and discretions in such manner and on such terms as it thinks fit (with or without formality and without prior notice of any such delegation being required to be given to the Company or the Investor to any one or more of their affiliates. Such Joint Sponsors, Overall Coordinators and Joint Global Coordinators shall, severally and not jointly or jointly and severally, remain liable for all acts and omissions of any of its affiliates to which it delegates relevant rights, duties, powers and/or discretions pursuant to this sub-clause notwithstanding any such delegation.

联席保荐人、整体协调人及联席全球协调人各有权力，并现获授权可以以其认为适当的方式及条款（不论是否有任何正式手续，及不需任何向本公司或投资者作出事前通知）

向其任何一名或以上联属人士转授所有或任何其相关的权利、责任、权力或酌情权。联席保荐人、整体协调人及联席全球协调人应各别地，而非共同及各别地，继续为任何其按本分条款转授权利、责任、权力及 / 或酌情权的联属人士之所有行为或不作为（即使为转授）负责。

- 10.13 No delay or failure by a Party to exercise or enforce (in whole or in part) any right provided by this Agreement or by law shall operate as a release or waiver of, or in any way limit, that Party's ability to further exercise or enforce that, or any other, right and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies (whether provided by law or otherwise). A waiver of any breach of any provision of this Agreement shall not be effective, or implied, unless that waiver is in writing and is signed by the Party against whom that waiver is claimed.

订约方延迟或未能行使或强制执行本协议或法律规定的任何权利（全部或部分）不得构成放弃或豁免或以任何方式限制该订约方的能力以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进一步行使或行使该权利或补救措施或任何其他权利或补救。本协议载列的权利、权力及补救措施可累积，且不排除任何权利、权力及补救措施（不论为法律或其他所规定者）。除非豁免以书面形式作出且由被请求豁免的订约方签署，否则对违反本协议任何条文的任何违反行为的豁免不得生效或被默示生效。

- 10.14 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

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) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

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) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

本协议该条文或任何其他条文在任何其他司法管辖区法律下的合法性、有效性或可强制执行性。

- 10.15 This Agreement shall be binding upon, and inure solely to the benefit of the Parties and their respective heirs, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. Except for the purposes of internal reorganization or restructuring, no Party may assign or transfer all or any part of the benefits of, or interest or right in or under this Agreement. Obligations under this Agreement shall not be assignable.

本协议只对订约方及其所属后裔、遗嘱执行人、遗产管理人、继承人及获许可的受让人具约束力，上述各方均享有本协议项下的权益。其他人士在本协议下不可以获得或有任何权利。除内部重组或重整的目的外，订约方不能转让在本协议下的全部或部分权益、利益或权利。不得指让本协议下的义务。

- 10.16 Without prejudice to all rights to claim against the Investor for all losses and damages suffered by the other Parties, if there is any breach of warranties made by the Investor on or before the Listing Date, the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators shall, notwithstanding any provision to the contrary to this Agreement, have the right to rescind this Agreement and all obligations of the Parties hereunder shall cease forthwith.

在不损害其他订约方向投资者追讨损失及损害的所有权利，倘若在上市日期或以下或延迟交付日期或之前（如适用），投资者违反任何保证，即使本协议已有任何相反规定，本公司、联席保荐人、整体协调人及联席全球协调人有撤销本协议的权利，而订约方在本协议中的所有义务即时终止。

- 10.17 Each of the Parties undertakes with the other Parties that it shall execute and perform, and procure that it is executed and performed, such further documents and acts as may be required to give effect to the provisions of this Agreement.

各订约方向其他订约方承诺其会签立及履行进一步需要的文件及行动，及促使文件的签立及履行，以令本协议的条款生效。

## **11. GOVERNING LAW AND JURISDICTION 管辖法律及司法管辖权**

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

管辖法律：本协议受香港法例管辖并据其解释。

- 11.2 Court Proceedings: For the exclusive benefit of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators, the parties hereto each irrevocably:

法庭程序：为联席保荐人、整体协调人及联席全球协调人的独有利益，各订约方现各自不可撤销地：

- 11.2.1 agrees that the courts of Hong Kong shall have exclusive jurisdiction in relation to any claim, dispute or difference arising out of or in connection with this Agreement and submits to the jurisdiction of such courts and agrees that any proceedings in respect of such claim, dispute or difference may be brought in such courts, provided that this submission to the jurisdiction of the Hong Kong courts shall not (and shall not be construed so as to) limit the rights of each of the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators

to bring proceedings in any other court of competent jurisdiction or concurrently in more than one jurisdiction; and

同意香港法院就着任何就本协议而引起的或相关的申索、争议或分歧，有排他性司法管辖权。各方亦服从该等法院的司法管辖权，并同意有关该等索偿、争议或分歧的任何程序，可于该等法院提出，前提是对香港法院司法管辖等的服从，不会（亦不应被视作）限制联席保荐人、整体协调人及联席全球协调人各自的权利以在任何其他具有司法管辖权的法院，或在多于一个司法管辖区，提出法律程序；及

11.2.2 waives any objection to the courts of Hong Kong on grounds of inconvenient forum or otherwise as regards proceedings in connection with this Agreement and agrees that a judgment or order of any such court in connection with this Agreement shall be conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

基于不方便法院原则或其他原因放弃就着与本协议相关的法律程序对香港法院提出反对，并同意任何该等法院就与本协议相关的判决或命令属不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

11.3 Submission to jurisdiction: Each of the parties hereto irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in which court proceedings are permitted to be brought under the provisions of Clause 11.

服从管辖权：各订约方谨此不可撤销地服从任何在具管辖权的司法管辖区的排他性司法管辖权，而该司法程序根据第 11 条是允许的。

11.4 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 Clause 11 and any claim of forum non conveniens and further irrevocably agrees that a judgment in any proceedings brought in any such court of shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

放弃对于司法管辖权提出反对：各订约方谨此不可撤销地放弃（及不可撤销地同意不会提出）现时或其后在任何第 11 条的规定下可进行法律程序的具司法管辖区的法院内，任何有关处理法律程序的地点的反对，以及任何不方便法院原则的声称，并进一步不可撤销地同意在该等法院的判决不可推翻及对其有约束力，而且可在任何其他司法管辖区的法院对其强制执行。

## 12. IMMUNITY 豁免权

12.1 To the extent that in any proceedings in any jurisdiction (including arbitration proceedings), the Investor has or can claim for itself or its assets, properties or revenues any immunity (on the grounds of sovereignty or crown status or otherwise) from any action, suit, proceeding or other legal process (including arbitration proceedings), from set-off or counterclaim, from the jurisdiction of any court, from service of process, from



attachment to or in aid of execution of any judgment, decision, determination, order or award (including any arbitral award), or from other action, suit or proceeding for the giving of any relief or for the enforcement of any judgement, decision, determination, order or award (including any arbitral award) or to the extent that in any such proceedings there may be attributed to itself or its assets, properties or revenues any such immunity (whether or not claimed), each of the Investor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity in relation to any such proceedings.

就任何司法管辖区的任何法律程序（包括仲裁程序）而言，投资者得以或可为其本身或其资产或收益申请豁免（以主权或皇家地位为由）任何法律行动、诉讼、程序或其他法律程序（包括仲裁程序）、抵销或反申索、任何法院的司法管辖权、法律程序文件送达、扣押或协助执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）或授予任何济助或强制执行任何判决、决定、厘定、命令或判给（包括任何仲裁裁决）的其他法律行动、诉讼或程序，或（在任何可将其自身或其资产、财产或收益归于任何此类豁免（无论是否提出申请）的程序）投资者特此不可撤销地及无条件地同意不会就任何有关程序申请及放弃请求或申请该豁免权。

### **13. COUNTERPARTS 副本**

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

本协议可签立任何数量的副本，由本协议各订约方在单独的副本上签立。各个副本均为正本，且所有副本须合共构成一份及相同文书。通过电邮附件（PDF）或传真递送的本协议已签立副本签署页为有效的交付方式。

### **14. ENGLISH VERSION PREVAIL 以英文版本为准**

- 14.1 If there is any inconsistency or ambiguity between the English version and the Chinese version of this Agreement, the English version shall prevail.

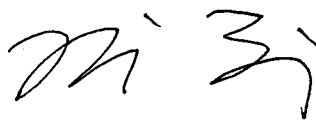
如本协议的中、英文两个版本有任何抵触或模糊之处，应以英文版本为准。

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

兹证明 各订约方经妥为授权签署人于开首所示日期签立本协议，以昭信守。

**SIGNED by NI JINSONG**  
由 NI JINSONG 签署  
for and on behalf of  
为及代表  
**CLOUDBREAK PHARMA INC.**

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)

Handwritten signature of Ni Jinsong in black ink.

SIGNED by LIU HAORAN

由LIU HAORAN签署

for and on behalf of

为及代表

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

THE REYNOLD LEMKINS GROUP (ASIA) LIMITED

  
.....  
Authorized Signature(s)

**SIGNED by Michelle Pan**

由潘丽容签署

for and on behalf of

为及代表

**CCB International Capital Limited**

建银国际金融有限公司

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A handwritten signature in blue ink, appearing to be 'Michelle Pan', written over the closing parentheses of the signature block.

**SIGNED by Kelvin Leung**

由梁祐庭签署

for and on behalf of

为及代表

**Huatai Financial Holdings**

**(Hong Kong) Limited**

华泰金融控股（香港）有限公司

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**SCHEDULE 1 附表一**  
**INVESTOR SHARES 投资者股份**

**Number of Investor Shares 投资者股份数目**

The number of Investor Shares shall be equal to (1) Hong Kong dollar equivalent of US dollar 2,800,000 (calculated using the closing Hong Kong dollar: US dollar exchange rate as disclosed in the Prospectus (excluding Brokerage and the Levies which the Investor will pay in respect of the Investor Shares) divided by (2) the Offer Price, rounded down to the nearest whole board lot of 500 Shares.

投资者股份的数目应等于(1) 2,800,000 美元的港元（按招股章程所披露的港元兑美元交割汇率计算）（不包括投资者将就投资者股份支付的经纪佣金及征费），除以 (2) 发售价（向下调整至最近接每手 500 股股份的完整买卖单位）。

Pursuant to paragraph 4.2 of Practice Note 18, Chapter 4.14 of the Listing Guide and the waiver as granted by the Stock Exchange (if any), in the event of over-subscription under the Hong Kong Public Offering, the number of Investor Shares to be subscribed for by the Investor under this Agreement might be affected by the reallocation of Shares between the International Offering and the Hong Kong Public Offering. If the total demand for Shares in the Hong Kong Public Offering falls within the circumstance as set out in the section headed “Structure of the Global Offering - The Hong Kong Public Offering - Reallocation” in the final prospectus of the Company, the number of Investor Shares may be deducted on a pro rata basis to satisfy the public demands under the Hong Kong Public Offering. Further, the Company, the Joint Sponsors, the Overall Coordinators and the Joint Global Coordinators can adjust the allocation of the number of Investor Shares in their sole and absolute discretion for the purpose of the compliance with Rule 8.08 of the Listing Rules and the placing guidelines set out in Appendix F1 to the Listing Rules.

根据《上市规则》第 18 项应用指引第 4.2 段、《上市指南》第 4.14 章及联交所给予的宽免（如有），倘若香港公开发售股份超额认购，由投资者根据本协议认购的投资者股份数目或会受国际配售及香港公开发售之间的股份重新分配影响。倘若股份在香港公开发售的总需求符合在本公司最终版招股章程中「全球发售架构—香港公开发售—重新分配」部分之情况，投资者股份的数目或会按比例扣减，以满足香港公开发售的公众需求。此外，本公司、联席保荐人、整体协调人及联席全球协调人可全权及绝对酌情调整投资者股份的分配数目，以符合《上市规则》第 8.08 条及《上市规则》附录 F1 所载的配售指引。

**SCHEDULE 2 附表二**  
**PARTICULARS OF INVESTOR 投资者详情**

**The Investor 投资者**

Place of incorporation: 注册成立地点:	Hong Kong
Certificate of incorporation number: 注册成立证书编号:	N/A
Business registration number: 商业登记号码:	72441313-000-11-23-5
LEI number: LEI 号码:	N/A
Business address and telephone number and contact person: 公司地址和电话号码及联系人:	Unit 1603, 16th Floor, The L. Plaza, 367- 375 Queen's Road, Central, Sheung Wan, Hong Kong
Principal activities: 主要业务:	Corporate finance advisory, investment and fundraising consulting, M&A and restructuring consulting
Ultimate controlling shareholder: 最终控股股东:	Liu Haoran
Place of incorporation of ultimate controlling shareholder: 最终控股股东的注册成立地点:	N/A
Business registration number and LEI number of ultimate controlling shareholder: 最终控股股东的商业登记号码及 LEI 号码:	N/A
Principal activities of ultimate controlling shareholder: 最终控股股东的主要业务:	N/A
Shareholder and interests held: 股东及持有权益:	100%
Description of the Investor for insertion in the Prospectus: 投资者在招股章程的描述:	The Reynold Lemkins Group (Asia) Limited ("Reynold Lemkins") is an investment institution established in Hong Kong in 2020. Reynold Lemkins is principally engaged in investment



activities in capital markets, and is committed to providing long-term value to and industrialisation of its invested companies from a long-term perspective. Reynold Lemkins is wholly owned by Mr. Liu Haoran (劉浩然). Mr. Liu is currently the President and Chief Investment Officer of Reynold Lemkins, responsible for strategic investments and risk management.

Cornerstone investor

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

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

**SCHEDULE 3 附表三**  
**PROFESSIONAL INVESTOR TREATMENT NOTICE 被视作专业投资者对待的通知**

**PROFESSIONAL INVESTOR TREATMENT NOTICE  
(CAT J)**

You are eligible to become a professional investor by reason of your being within a category of person described in the Securities and Futures (Professional Investor) Rules as follows:

- (i) a trust corporation having been entrusted with total assets of not less than HK\$40 million (or equivalent) as ascertained in (a) its latest audited financial statements prepared within the last 16 months or (b) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the trust corporation, issued or submitted within 12 months;
- (ii) an individual having a portfolio of at least HK\$8 million (or equivalent) in securities and/or currency deposits, as ascertained in a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the individual, issued or submitted within 12 months, when taking into account (a) a portfolio on the individual's own account, (b) a portfolio on a joint account with the individual's associate, (c) the individual's share of a portfolio on a joint account with one or more persons other than the individual's associate and (d) a portfolio of a corporation which has as its principal business the holding of investments and is wholly owned by the individual;
- (iii) a corporation:
  - (a) having a portfolio of not less than HK\$8 million or total assets of not less than HK\$40 million as ascertained in (1) its latest audited financial statements prepared within the last 16 months or (2) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public accountant or a public filing submitted by or on behalf of the partnership, issued or submitted within 12 months;
  - (b) having as its principal business the holding of investments and is wholly owned by any one or more of the following persons: a trust corporation specified in paragraph (i) above, an individual specified in paragraph (ii) above, a partnership specified in paragraph (iv) below, a corporation specified in this sub-paragraph (iii)(b) or sub-paragraph (iii)(a) above, or a professional investor within the meaning of paragraph (a), (d), (e), (f), (g) or (h) of the definition of "professional investor" under section 1 of Part 1 of Schedule 1 to the SFO; or
  - (c) wholly owning a corporation referred to in sub-paragraph (iii)(a) above; or
- (iv) a partnership having a portfolio of not less than HK\$8 million or total assets of not less than HK\$40 million, as ascertained in (a) its latest audited financial statements prepared within the last 16 months or (b) a statement of account or a certificate issued by a custodian, a certificate issued by an auditor or a certified public

accountant or a public filing submitted by or on behalf of the partnership, issued or submitted within 12 months.

CCB International Capital Limited ("CCBIC") has determined your eligibility as a professional investor ("PI") based on the information you have given to us. You will inform us promptly in the event any such information ceases to be true, complete and accurate.

By returning a signed copy of this Notice, you are providing consent to being categorized as a professional investor by CCBIC.

As a consequence of you being categorized as a professional investor, CCBIC is not required to provide you with contract notes and/or monthly statements and/or receipts of your account under the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules.

Also, as a consequence of you being categorized as a professional investor, CCBIC is not required to provide you with information about its businesses or the identity and status of employees and others acting on their behalf with whom you will have contact. CCBIC is not required to confirm promptly with you the essential features of a transaction after effecting it for you. CCBIC is also not required to provide you with documentation on the Nasdaq-Amex Pilot Program.

If you do not wish to be treated as a professional investor, please inform CCBIC promptly in writing and we will withdraw your status accordingly as soon as practicable.

Should you have any queries on this notice or require any guidance in completing these documents, please do not hesitate to contact us.

Yours faithfully,  
**CCB International Capital Limited**

Responsible Officer

Confirmed acceptance of treatment as a professional investor

Signature(s) : \_\_\_\_\_

Name : \_\_\_\_\_

Date : \_\_\_\_\_

**被视作专业投资者对待的通知**  
**(J类)**

鉴于您属于《证券及期货(专业投资者)规则》如下所述的一类人士，因此您符合专业投资者的资格：

- (i) 经(a)在过去16个月内拟备的最近期的经审计财务报表，或(b)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，获托付的总资产不少于40,000,000港元（或等值）的信托法团；
- (ii) 经在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该个人呈交的公开档案确定，并考虑到(a)该个人本人的帐户内的投资组合；(b)该个人联同其有联系者于某联权共有帐户内的投资组合；(c)该个人在联同一名或多于一名其有联系者以外的人士于某联权共有帐户内的投资组合中所占部分；(d)主要业务是持有投资项目并由该个人全资拥有的法团的投资组合，拥有证券及／或货币存款投资组合不少于8,000,000港元（或等值）的个人；
- (iii) 符合以下说明的法团：
  - (a) 经(1)在过去16个月内拟备的最近期的经审计财务报表，或(2)在过去12个月内发出或呈交的由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该信托法团呈交的公开档案确定，拥有投资组合不少于8,000,000港元或总资产不少于40,000,000港元；
  - (b) 其主要业务是持有投资项目并由以下一名或多于一名人士全资拥有：上述第(i)段指明的信托法团、上述第(ii)段指明的个人、下述第(iv)段指明的合伙企业、本段及上述第(iii)(a)段指明的法团或属于或《证券及期货条例》附表1第1部第1条所载「专业投资者」的定义的(a)、(d)、(e)、(f)、(g)或(h)所指的专业投资者；或
  - (c) 全资拥有上述第(iii)(a)段所述的法团；或
- (iv) 经(a)在过去 16 个月内拟备的最近期的经审计财务报表，或(b)在过去 12 个月内发出或呈交由保管人发出的帐户结单或证明书、由核数师或会计师发出的证明书，或由或代表该合伙企业呈交的公开档案确定，拥有投资组合不少于 8,000,000 港元或总资产不少于 40,000,000 港元的合伙企业。

根据您向我们提供的资料，建银国际金融有限公司（“建银国际金融”）已确定您符合专业投资者（“专业投资者”）的资格。如果任何有关资料不再真实、完整及准确，您须立即通知我们。

交回本通知的经签署文本，即表示您同意被建银国际金融归类为专业投资者。

由于您被归类为专业投资者，根据《证券及期货(成交单据、户口结单及收据)规则》，建银国际金融毋须向您提供有关您账户的成交单据及／或月结单及／或收据。

此外，由于您被归类为专业投资者，建银国际金融毋须向您提供有关其业务或雇员及代表雇员行事且将与您联络的其他人士的身份及职位的资料。建银国际金融不需要在代表您执行交易后与您即时确认交易要点。建银国际金融也不需要向您提供有关纳斯达克－美国证券交易所试点计划的文件。

如果您不愿意被视作专业投资者，请立即以书面形式通知建银国际金融，我们会在实际可行的情况下尽快相应地撤销您的专业投资者身份。

如果您对本通知有任何疑问，或要求对如何填写该等文件提供指引，请联络我们。

**建银国际金融有限公司**  
谨启

负责人员

确认接受被视作专业投资者对待

签署：\_\_\_\_\_

账户名称：\_\_\_\_\_

账户编号：\_\_\_\_\_

日期：\_\_\_\_\_